

**OFFICIAL AGENDA**  
**TUESDAY June 16, 2020**  
**Meeting Start Time: 9:30 a.m.**  
**Board of County Commissioners**  
**Yellowstone County, Montana**  
**Stillwater Building**  
**316 N. 26th Street, Room 3108**  
**Billings, MT**  
**9:00 a.m. Agenda Setting**

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Pledge to the Flag: Moment of Silence: Minutes

**REGULAR AGENDA**

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**MEETING UPDATE**

In response to recent public health concerns surrounding COVID-19, Board of County Commissioner meetings will be held in a different format. Meetings may include virtual video conferencing to comply with social distancing guidelines.

In an effort to honor your right to participate and allow for public comment we have set up a conference call line.

**Please dial (866) 876-1424, follow the prompts, and use access code 6002703#.**

The public may comment during the specific public comment periods listed on the agenda. Please have your phone set to "mute" until the public comment period is open.

The B.O.C.C. regular meeting will be televised live on Community 7 TV. (Channel 7 or 507 on Spectrum Cable) Community 7 TV may be accessed and viewed online at [www.comm7tv.com](http://www.comm7tv.com).

If you have questions please contact the B.O.C.C. office at (406) 256-2701 or the Clerk and Recorder at (406) 256-2787.

**PUBLIC COMMENTS ON CONSENT AGENDA ITEMS**

**CLAIMS**

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**CONSENT AGENDA**

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**1. COMMISSIONERS**

- a. Contract for County and Tribal Matching Grant Program Contract Number 20-331-74311-0 with Community Crisis Center
- b. Contract for County and Tribal Matching Grant Program Contract Number 20-331-74311-0 with Downtown Billings Alliance
- c. Contract for County and Tribal Matching Grant Program Contract Number 20-331-74311-0 with United Way of Yellowstone County

**2. EMERGENCY AND GENERAL SERVICES**

FY21 EMPG Grant Award Letter

**3. FINANCE**

- a. Resolution 20-49 to Cancel Old Warrants
- b. Recommendation of Award of the MetraPark Grandstand Demolition to Shumaker Trucking & Excavation Contractors, Inc.
- c. Agreement Between Yellowstone County and Shumaker Trucking and Excavation Contractors, Inc. for the Demolition of the Grandstands at MetraPark
- d. COVID-19 Expenditure Tracking thru 5/31/20, Local Government Entity Certification Form

**4. METRA PARK**

Agreement with Sanderson Stewart for the MetraPark Entryway Beautification Project

**5. PUBLIC WORKS**

- a. MDT Speed Limit Recommendation Huntley Concurrence Letter
- b. Contract for Interstate Engineering Becraft - Westgate Intersection Study
- c. Recommendation of Award to Knife River - Billings for the 2020-2021 Asphalt Bid
- d. Contract with Overtime Enterprises Inc.

6.

**SHERIFF**

Renewal Agreement between the Detention Facility and Billings Adult Education Center for GED Completion
7.

**TREASURER**

Bond for Lost Warrant
8.

**YOUTH SERVICES**

South Central Regional Grant Renewal for Juvenile Detention FY20-21 - Grant # 06-L05-82070
9.

**HUMAN RESOURCES**

**PERSONNEL ACTION REPORTS - Sheriff's Office** - 1 Appointment, 2 Salary & Other; **Facilities** - 1 Salary & Other; **Motor Vehicle** - 2 Appointments

FILE ITEMS

1.

**AUDITOR**

Payroll Audit May 16 to May 31, 2020
2.

**CLERK AND RECORDER**

**Board Minutes** - County Water District of Billings Heights Board Minutes
3.

**COMMISSIONERS**

a.

Letter from DEQ Regarding Sibanye-Stillwater Wastewater Discharge Permits

b.

Letter from Phillips 66 Regarding Yellowstone Pipeline Close Interval Survey - Billings to Springdale, Montana
4.

**HUMAN RESOURCES**

Response to May 16 through 31 Payroll Audit

**PUBLIC COMMENTS ON COUNTY BUSINESS**

**B.O.C.C. Regular**

Agenda Item 1. a.

**Meeting Date:** 06/16/2020

**Title:** Community Crisis Center Contract

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Contract for County and Tribal Matching Grant Program Contract Number 20-331-74311-0 with Community Crisis Center

**BACKGROUND:**

See attached agreement.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

Community Crisis Center/Tribal Matching Grant Agreement

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**Yellowstone County CONTRACT FOR County and Tribal Matching Grant Program**  
**CONTRACT NUMBER 20-331-74311-0**

THIS CONTRACT is entered into between Yellowstone County ("County"), whose contact information is as follows: 316 North 26th Street Room 3101, Billings, MT, 59101, and Phone (406) 256-2701 Community Crisis Center ("Subcontractor"), whose contact information is as follows: 704 N.30<sup>th</sup> St, , Billings, MT 59101; respectively (collectively, the "Parties").

**SECTION 1. SERVICES/SCOPE OF WORK**

- A. This Contract constitutes the basic agreement between the parties for: effective response to acute mental health crises to prevent unnecessary restrictive placements such as incarceration or Montana State Hospital (MSH). The State believes there is no single solution for this problem and every community will need to tailor strategies to meet their communities' unique realities and resources. The State encourages contractor/subcontractor to implement strategic planning and community process/resource mapping and refer to national initiatives, resources, and models such as National Association of Counties' Stepping Up Initiative, Substance Abuse and Mental Health Services Administration's (SAMHSA) GAINS Center, and Sequential Intercept Model. The State believes innovative community solutions require system approaches, data driven strategies, and strong intersectoral partnerships (the "Services"), as more particularly described Below.
- B. Time is of the essence under this Contract.
- C. The County and the subcontractor, their employees, agents, contractors and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Subcontractor will perform the Services in accordance with all of the provisions of the Contract awarded to Yellowstone County by the Montana Department of Public Health and Human Services (the "State"):

**Tribal Matching Grant Program**

**CONTRACT NUMBER 20-331-74311-0" hereinafter referred to as "Master Contract".**

- a. Contract (this instrument)
- b. Attachment A: Scope of Work
- c. Attachment B: Payment/Fee Schedule and Budget
- d. Attachment C: Invoice
- e. Attachment D: Federal and State Law Requirements
- f. Attachment E: Insurance Requirements
- g. Attachment F: Business Associate Agreement
- h. Attachment G: Assurances
- i. Attachment H: Dark Money Disclosure Declaration
- j. Attachment I: Request for Proposal, Contractor's Proposal



## **SUBCONTRACTOR INFORMATION:**

Community Crisis Center  
704 N. 30<sup>th</sup>  
Billings, MT 59101  
Federal Tax ID: 20-3231164  
Phone: (406)259-8801  
Fax: (406)259-4400

**The subcontractor shall provide the following services:** Outlined in Goals 1 and 2, Strategies 2 and 4

- CCC will coordinate discharge planning with Montana State Hospital for persons from Yellowstone County by coordinating with the MSH discharge team and traveling to MSH twice each year. The CCC Director or Case Manager or Supervisor will accept “warm handoffs” from the MSH and provide guidance to the MSH team on ensuring that the discharge plan is thorough and intact prior to discharging the Yellowstone County residents back into our community. Aligns with Goal 1, Action Item one and with SAC Strategic Plan: Strategy 1, Action Item 5, 7, 18 and 20.
- CCC will partner with community partners to ensure all persons in need of life skills courses and peer support have access to these services: the CCC will have both master’s level and doctorate level students plan, coordinate and run life skills courses for the CCC clients. The courses will be offered at other community locations as needed. Matches Goal 1, Action Item 2. Substance abuse connect strategic plan: Strategy 1, Action Items 3 and 5.
- CCC will provide life skills courses at the CCC through master’s level and doctorate OT students. Please see explanation as above. Matches Goal 1, action item 2. Substance abuse connect strategic plan: Strategy 1, Action Items 3 and 5.
- CCC will expand programming and will work with the MAAP and provide beds for sober persons. The CCC will work closely with the DBA to revitalize the MAAP and CCC will offer 4 beds each night for sober persons through the MAAP. Aligns with Goal 1, Action Item 3. Goal 2, Action Item 2, 3 and 4. Goal 3, Action Item 3 and 4. Aligns with SAC strategic plan strategy 1, Action Item 3, 5 and 6.
- CCC will secure the substance use disorder endorsement and expand substance abuse programming. The CCC LAC will work with an in-house ACLC and will complete the qualifications to submit the CCC’s substance abuse endorsement so that the CCC can start billing for chemical dependency services. Goal 2, Action Items 2 and 4. Aligns with substance abuse connect strategy 1, Action Items 5 and 6.
- CCC will focus on the “High Utilizer Clientele” and hold regular team meetings for them. Any clients who have visited the CCC more than 15 times in one-month period will be asked to participate in a CCC team meeting so that we can encourage clients to move forward. Aligns with Goal 2, Action Item 5. Matches SAC strategy 1 and 2 and Action Items 6 and 18.
- CCC will assist in revitalizing the MAAP Program and assist with hiring and training the ROC. The CCC will work with the DBA to ensure that this program is revitalized and that the ROC is hired to work beside the downtown Billings police officers. Aligns with Goal 1, Action Item 3. Goal 2, Action Item 2, 3 and 4. Goal 3, action item 3 and 4. Aligns with SAC strategic plan strategy 1, Action Item 3, 5 and 6.
- CCC will assist with securing a consultant for the mobile crisis team. The CCC will work in conjunction with other partners to find and secure a consultant that specializes in mobile crisis teams. Aligns with Goal 3, Action Item 4. SAC strategy 1 and Action Item 3.

- CCC will construct a “trauma informed” waiting room. The CCC will choose furniture that is conducive to a trauma informed environment, lighting, music and will aim to provide a “quiet” room for those that are easily stimulated. Aligns with Goal 1, action items 2, 3 and 4. Goal 2, Action Items 3 and 4. Goal 3, Action Item 3 and 4. And SAC Strategies 1, Action Items 3, 5 and 7.
- CCC will work with local law enforcement to add additional CIT trainings. The CIT team will add 2 additional CIT trainings in May of each year to meet the demands that are needed to provide this training. Aligns with Goal 3, Action Item 1 and 2. Matches SAC Strategy 1, Action Items 3, 5 and 6. Strategy 4, Action Item 23.
- CCC will work with MHC, UWYC and DBA to ensure that the goals of the grant are achieved. The CCC will take the lead on this grant and push partners forward.
- CCC will gather the data from all the grant partners and will submit all monthly quarterly reports, data and invoicing to the County by the 30<sup>th</sup> of each month.

## **REIMBURSEMENT SCHEDULE**

County Matching Grant Budget Schedule:

8.  
9.  
1.0

E. Training/Travel

2. (should be 4)

## **SECTION 2. TERM OF CONTRACT**

The term of this Contract is from January 1, 2020, through June 30, 2021, unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one- year intervals, or any interval that is agreed upon by both parties. The Contract may not be renewed for more than a total of 7 years.

## **SECTION 3. CONSIDERATION AND PAYMENTS**

Subject to the terms and conditions contained in the Master Contract, the County will pay the Subcontractor for the Services as follows upon approval and payment from Montana County of Public Health and Human Services, Addictive and Mental Disorders Division:

- A. The County will reimburse the Subcontractor in consideration of the services the Subcontractor provides under this Contract as follows:
  1. The total reimbursement provided to the Subcontractor for the purposes of this Contract may not exceed \$421,916 for the period the Contract is in effect and the Subcontractor is eligible to receive funds.
- B. Other Programs as Payers for Services - Non-Duplication of Payment

The Subcontractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

C. Billing Procedures and Requirements

2. Payment shall be made pursuant to the following specified budget (in Attachment B) in Master Contract.

3. Payment to the Subcontractor shall be made to:

Yellowstone County, Montana  
316 North 26th Street Room 3101  
Billings, MT, 59101

4. The Subcontractor must bill in accordance with the procedures and requirements the County identifies and must itemize all services and **expenses** for reimbursement. Subcontractor must submit invoices on forms the County provides. Invoice is attached as Attachment C.

B. Adjustments to Consideration

The County may adjust the consideration provided to the Subcontractor under this Contract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Subcontractor's delivery of services.

C. Sources of Funding

The source of the funding for this Contract are 100% from State General Fund.

D. Erroneous and Improper Payments

The Subcontractor may not retain any monies the County pays in error or which the Subcontractor, its employees, or its agents improperly receive. The Subcontractor must immediately notify the County if it determines a payment may be erroneous or improper and must return that payment within 25 days of the County requesting its return. If the Subcontractor fails to return to the County any erroneous or improper payment, the County may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Subcontractor .

E. Final Payment

The County will issue the final payment to the Subcontractor for the **Services** when the County has accepted the Services and determined that the Subcontractor has met all of its Contract performance obligations satisfactorily.

## SECTION 4. CREATION AND RETENTION OF RECORDS

A. The Subcontractor must maintain all records, {written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.

B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Subcontractor must continue to retain records until such activity is

completed.

- C. The Subcontractor must provide the County and its authorized agents with reasonable access to records the Subcontractor maintains for purposes of this Contract. The Subcontractor must make the records available at all reasonable times at the Subcontractor's general offices or other location as agreed to by the parties.

## **SECTION 5. ACCOUNTING, COST PRINCIPLES, AND AUDIT**

### **A. Accounting Standards**

The Subcontractor must maintain a system of accounting procedures and practices sufficient for the County to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

### **B. Audits and Other Investigations**

The County and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Subcontractor will provide the County and any other authorized governmental entity, and their agents access to and the right to record or copy any and all of the Subcontractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

### **C. Corrective Action**

If directed by the County, the Subcontractor must take corrective action to resolve audit findings. The Subcontractor must prepare a corrective action plan detailing actions the Subcontractor proposes to undertake to resolve the audit findings. The County may direct the Subcontractor to modify the corrective action plan.

### **D. Reimbursement for Sums Owing**

The Subcontractor must reimburse or compensate the County in any other manner as the County may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the County.

- E. The Subcontractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

## **SECTION 6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

- A. The Subcontractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the County.
- B. Any assignment, transfer, delegation, or subcontracting of the Subcontractor's rights or duties under this Contract does not relieve the Subcontractor from its responsibility and liability for performance of all Subcontractor obligations under this Contract. The Subcontractor will be as

fully responsible for the acts or omissions of any Subcontractor as it is for its own acts or omissions .

## **SECTION 7. INDEMNIFICATION**

- A. The Subcontractor, at its sole cost and expense, must indemnify, defend, and hold harmless Yellowstone County and State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Subcontractor's performance of services under this Contract or in any way resulting from the acts or omission of Subcontractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The County must give the Subcontractor notice of any allegation of liability and at the Subcontractor's expense the County shall cooperate in the defense of the matter.
- C. If the Subcontractor fails to fulfill its obligations as the indemnitor under this section, the County may undertake its own defense. If the County or State undertakes its own defense, the Subcontractor must reimburse the County and/or State for any and all costs to the County and/or State resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the County and/or State including but not limited to attorney fees, investigation, discovery, experts, and court costs.

## **SECTION 8. LIMITATIONS OF COUNTY AND STATE LIABILITY**

- A. Any liabilities of the County and/or State and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The County shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

## **SECTION 9. INSURANCE COVERAGE**

- A. Without limiting any of Subcontractor's obligations hereunder, Subcontractor must carry insurance coverage in accordance with the requirements stated in Master Contract, Attachment E, Insurance Requirements, attached hereto and incorporated herein by reference .

## **SECTION 10. CONFLICTS OF INTEREST**

- A. The Subcontractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Subcontractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Subcontractor may receive a financial or other valuable benefit as a result. The County may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

## **SECTION 11. COMPLIANCE WITH LAWS/WARRANTIES**

- A. The Subcontractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment D to this Contract contains a list of state and federal authorities. The Subcontractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Subcontractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Subcontractor must submit the assurances, where applicable, set forth in Attachment D and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Subcontractor represents and warrants that the Subcontractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Subcontractor represents and warrants that it is an independent Subcontractor and that its employees, agents and Subcontractors are not employees of the State of Montana. The Subcontractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Subcontractor must comply with all applicable Workers' Compensation requirements.
- G. The Subcontractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Subcontractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.

## **SECTION 12. REGISTRATION OF OUT OF STATE ENTITIES**

- A. Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.
- B. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444- 3665, or visit their website at <http://sos.mt.gov>.

## SECTION 13. OWNERSHIP OF DATA AND DOCUMENTS

A All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract or information provided to the Subcontractor, both in hard-copy form and as may be embodied on any recording and storage media, is deemed State property and, upon request at the termination or expiration of this Contract, shall be delivered to the State.

## SECTION 14. CONFIDENTIALITY

### A Personal Information

1. During the term of this Contract, the Subcontractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the County and State provides to the Subcontractor or which the Subcontractor acquires on behalf of the County and State in the performance of this Contract which contains the personal information of any person.
2. In its use and possession of personal information, the Subcontractor must conform to security standards and procedures meeting or exceeding current best **business** practices. Upon the County's request, the Subcontractor will allow the County and/or State to review and approve any specific security standards and procedures of the Subcontractor.

### B. Notice by Subcontractor of Unauthorized Disclosures or Uses of Personal Information

1. Immediately upon discovering any unauthorized disclosure or use of personal information by the Subcontractor, its employees, subcontractors, agents, the Subcontractor must confidentially report the disclosure or use to the County and State in detail and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

### C. Notice by Subcontractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Subcontractor must provide the County and State with written notice within five work days of the Subcontractor receiving notice of any administrative action or litigation threatened or initiated against the Subcontractor based on any legal authority related to the protection of personal information.
2. With its notice, the Subcontractor must provide the County and State with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

### D. Contract Information

The Subcontractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Subcontractor in connection with the **Services** under this Contract, including but not limited to, information and data given to the Subcontractor by the County and/or State, its agents or Subcontractors or any other source.

E. Access/Use of Confidential Information

The Subcontractor may not access or use personal, confidential, or other information obtained through the County and/or State, its agents and Subcontractors, unless the Subcontractor does so:

1. in conformity with governing legal authorities and policies;
2. with the permission of the persons or entities to whom or which the information pertains; and
3. with the review and approval by the County and State prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Subcontractor's proposal and its attachments, if any, and information otherwise provided to the County in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the County has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

**SECTION 15. PROPRIETARY INFORMATION**

- A. Before the County can recognize a business/corporate claim of confidential trade secret or proprietary information, the Subcontractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Subcontractor must include with that claim an affidavit of legal counsel on the form provided by the County, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Subcontractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the County with respect to defense and warranting the Subcontractor's responsibility for all legal costs and attorneys' fees, should the County accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The County will provide the Subcontractor timely notice of any administrative or legal request or contest from a third-party seeking release of contractual and related information for which the Subcontractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the County determines that such information is subject to the public right to know and must be released as requested, the County will provide the Subcontractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Subcontractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.



## **SECTION 16. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS**

- A. If the Subcontractor is a "Business Associate" as defined at 45 C.F.R. § 160.103, it must comply with the privacy and security requirements for functioning as a "business associate" of the County and State or as a "covered entity" under HIPAA and HITECH. In addition to executing this Contract, the Subcontractor must execute the Business Associate Agreement attached to this Contract as Attachment F.

## **SECTION 17. PUBLICITY AND DISCLAIMERS**

- A. The Subcontractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Subcontractor. State or the County under this Contract with any specific political agenda, political party candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- B. The Subcontractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the County or State. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Subcontractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."
- C. The Subcontractor must state the percentage and the monetary amount of the total program or project costs of this Contract funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract.
- D. Before the Subcontractor uses, publishes, releases or distributes them to the public or to local and state programs, the County and State must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Subcontractor or its agents produce with contract monies to describe and promote services provided through this Contract.

## **SECTION 18. ACCESS TO PREMISES**

- A. The Subcontractor must provide the County and State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Subcontractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Subcontractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

## **SECTION 19. LIAISON AND SERVICE OF NOTICES**

- A. Denis Pitman, Chair Yellowstone County Commissioner, Phone (406) 256-2701, [dpitman@co.yellowstone.mt.gov](mailto:dpitman@co.yellowstone.mt.gov), or their successor, is the liaison for the County. Mackenzie Petersen, Phone (406) 444-2878, Fax (406) 444-7391, [Mackenzie.Petersen@mt.gov](mailto:Mackenzie.Petersen@mt.gov) is the liaison for the State. These persons serve as the primary contacts between the parties regarding the performance of this Contract. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Contract.

## **SECTION 20. FORCE MAJEURE**

- A. If the Subcontractor or the County is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Subcontractor's finances shall not be considered a force majeure.

## **SECTION 21. CONTRACT TERMINATION**

- A. The County may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The County terminating without cause must give written notice of termination to the Subcontractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Subcontractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs {not including anticipated profits} incurred by the Subcontractor as a result of the termination. Such payment shall constitute the Subcontractor's sole right and remedy. The County has the right to terminate without cause even when a condition of force majeure exists.
- B. The County may immediately terminate this Contract if the Subcontractor engages in any violation of state or federal law listed in this Contract or any Attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. The County may terminate this Contract in whole or in any aspect of performance under this Contract if:
1. federal or state funding for this Contract becomes unavailable or reduced for any reason; or
  2. the County or State determines that the Subcontractor is failing to perform in

accordance with the terms of this Contract. In such event, the County shall **give** Subcontractor written notice of breach and an opportunity to cure the breach. Subcontractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the County to Subcontractor. The option to terminate shall be at the discretion of the County or State.

- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Subcontractor must assist the County, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the County or its designee, and shall allow the County access to the Subcontractor's facilities, records and materials to fulfill these requirements.

## **SECTION 22. ADDITIONAL REMEDIES**

### **A. Withholding Payments**

If the Subcontractor fails to perform the services in conformance with the requirements of this Contract, the County and/or State has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The County may withhold any payments due to the Subcontractor, without penalty or work stoppage by Subcontractor, until the Subcontractor cures performance to the satisfaction of the County. The Subcontractor is not relieved of its performance obligations if any payment is withheld.

### **B. Reductions in Payments Due**

Amounts owed to the County by the Subcontractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by County and/or State from any money payable to Subcontractor pursuant to this Contract.

- C. If, in the County's reasonable judgment, a default by Subcontractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Subcontractor to cure the default are unavailing, the Subcontractor fails to cure such default within 30 calendar days of receipt of notice from the County and/or State, and the default is capable of being cured by the County or by another resource without unduly interfering with continued performance by the Subcontractor, the County, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, County will, without limiting its other available remedies, have the right to procure the terminated services and the Subcontractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by County, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising and staff time costs.

### **D. Stop Work Order**

1. The County may, at any time, by written stop work order to the Subcontractor, require the Subcontractor to stop any or all parts of the work required by this Contract for the period of days indicated by the County after the stop work order is delivered to Subcontractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Subcontractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Subcontractor must resume contractual performance. The County, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the County, in good faith, has reason to believe that the Subcontractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the County may demand in writing that the Subcontractor give a written assurance of intent to perform. Failure by Subcontractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the County's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F. Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

**SECTION 23. CHOICE OF LAW, REMEDIES AND VENUE**

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Subcontractor must pay its own costs and attorney fees.

**SECTION 24. GENERAL**

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.

- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the County, including request for proposal, if any, govern over the Subcontractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

The parties through their authorized agents have executed this Contract on the dates set out below.

#### **AUTHORITY TO EXECUTE**

Except as modified above, all other terms and conditions of Contract Number 20-331-74311-0 remain unchanged and incorporated into this contract by reference. All other terms and conditions are also incorporated into this contract.

The parties through their authorized agents have executed this on the dates set out below.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Denis Pitman  
Chair Yellowstone County Commissioner

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Community Crisis Center

**B.O.C.C. Regular**

Agenda Item 1. b.

**Meeting Date:** 06/16/2020

**Title:** Contract with Downtown Billings Alliance

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Contract for County and Tribal Matching Grant Program Contract Number 20-331-74311-0 with Downtown Billings Alliance

**BACKGROUND:**

See attached agreement.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

Downtown Billings Alliance/Tribal Matching Grant Agreement

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**Yellowstone County CONTRACT FOR County and Tribal Matching Grant Program  
CONTRACT NUMBER 20-331-74311-0**

THIS CONTRACT is entered into between Yellowstone County ("County"), whose contact information is as follows: 316 North 26th Street Room 3101, Billings, MT, 59101, and Phone (406) 256-2701 Downtown Billings Alliance ("Subcontractor"), whose contact information is as follows: 116 N 29<sup>th</sup> St, STE. A, Billings, MT 59101; respectively (collectively, the "Parties").

**SECTION 1. SERVICES/SCOPE OF WORK**

- A. This Contract constitutes the basic agreement between the parties for: effective response to acute mental health crises to prevent unnecessary restrictive placements such as incarceration or Montana State Hospital (MSH). The State believes there is no single solution for this problem and every community will need to tailor strategies to meet their communities' unique realities and resources. The State encourages contractor/subcontractor to implement strategic planning and community process/resource mapping and refer to national initiatives, resources, and models such as National Association of Counties' Stepping Up Initiative, Substance Abuse and Mental Health Services Administration's (SAMHSA) GAINS Center, and Sequential Intercept Model. The State believes innovative community solutions require system approaches, data driven strategies, and strong intersectoral partnerships (the "Services"), as more particularly described Below.
- B. Time is of the essence under this Contract.
- C. The County and the subcontractor, their employees, agents, contractors and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Subcontractor will perform the Services in accordance with all of the provisions of the Contract awarded to Yellowstone County by the Montana Department of Public Health and Human Services (the "State"): **"Tribal Matching Grant Program CONTRACT NUMBER 20-331-74311-0" hereinafter referred to as "Master Contract"**.

- a. Contract (this instrument)
- b. Attachment A: Scope of Work
- c. Attachment B: Payment/Fee Schedule and Budget
- d. Attachment C: Invoice
- e. Attachment D: Federal and State Law Requirements
- f. Attachment E: Insurance Requirements
- g. Attachment F: Business Associate Agreement
- h. Attachment G: Assurances
- i. Attachment H: Dark Money Disclosure Declaration
- j. Attachment I: Request for Proposal, Contractor's Proposal

## **SUBCONTRACTOR INFORMATION:**

Downtown Billings Alliance  
116 N 29<sup>th</sup> St, Ste. A  
Billings, MT 59101  
Federal Tax ID 20-5506295  
Phone Number 406-294-5060

**The subcontractor shall provide the following services:** Outlined in Goals 1 and 2, Strategies 2 and 4, Items 3, 6, 24 and Objective 4 of DBA will hire a Resource Outreach Coordinator (ROC)

- ☐ DBA will plan, coordinate and pilot a mobile crisis team in the downtown Billings area along with other service providers.
- ☐ DBA will revitalize the MAAP along with other service providers.
- ☐ DBA will work with peer support when applicable.
- ☐ DBA will work with others to develop a plan for implementing Mobile Crisis Response on scale for the whole community while piloting through the Motivated Addiction Alternative Program (MAAP).
- ☐ DBA/MAAP will hire a Resource Outreach Coordinator (ROC) who works alongside two dedicated downtown police officers and judges to offer treatment as an alternative to a misdemeanor citation or jail. The level of care may be home, to the CCC, to one of the hospitals, detox or to sign up for mental health or treatment services.
- ☐ The ROC and downtown police officers will partner with an LAC or a peer support specialist for 10 hours per week. This person will develop relationships with “street” community in Billings. The DBA will pay for this person’s 10 hours a week and benefits through this grant.
- ☐ The LAC/peer support will “round” each week to connect with individuals in behavioral health crisis where they are “hanging out”; places like the library, St. Vincent DePaul, the Montana Rescue Mission, and simply on the streets of downtown Billings.
- ☐ The DBA Resource Outreach Coordinator (ROC) will work closely with SACD partners to facilitate outreach and MAAP assessments, providing vulnerable individuals access to treatment options, health, housing, and social services. The holistic model emphasizes harm-reduction and is person-focused to provide alternative options to incarceration.
- ☐ The ROC will be a dedicated member of the Yellowstone County Coordinated Entry team, providing VISPDAT assessments to the individuals he encounters through the MAAP program, and ensuring these individuals can get housing.

Page 2 of 2

- ☐ The DBA will begin using the state Homeless Management Information System to track clients assessed through the VISPDAT, and to coordinate with other community providers also using this database (the CCC, MRM, St. Vincent DePaul, Housing Authority of Billings, VOA, Riverstone Health etc.).
- ☐ DBA will provide all relevant data and invoicing to the CCC on a monthly and quarterly basis and provide this by the 20th of each month.



## **REIMBURSEMENT SCHEDULE**

County Matching Grant Budget Schedule:

8.  
9.  
1.0

E. Training/Travel

2. (should be 4)

### **SECTION 2. TERM OF CONTRACT**

The term of this Contract is from January 1, 2020, through June 30, 2021, unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one- year intervals, or any interval that is agreed upon by both parties. The Contract may not be renewed for more than a total of 7 years.

### **SECTION 3. CONSIDERATION AND PAYMENTS**

Subject to the terms and conditions contained in the Master Contract, the County will pay the Subcontractor for the Services as follows upon approval and payment from Montana County of Public Health and Human Services, Addictive and Mental Disorders Division:

A. The County will reimburse the Subcontractor in consideration of the services the Subcontractor provides under this Contract as follows:

1. The total reimbursement provided to the Subcontractor for the purposes of this Contract may not exceed \$102,253 for the period the Contract is in effect and the Subcontractor is eligible to receive funds.

B. Other Programs as Payers for Services - Non-Duplication of Payment

The Subcontractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

C. Billing Procedures and Requirements

1. Payment shall be made pursuant to the following specified budget (in Attachment B) in Master Contract.
2. Payment to the Subcontractor shall  
  
be made to: Yellowstone County,

Montana  
316 North 26th Street Room 3101  
Billings, MT, 59101

3. The Subcontractor must bill in accordance with the procedures and requirements the County identifies and must itemize all services and **expenses** for reimbursement. Subcontractor must submit invoices on forms the County provides. Invoice is attached as Attachment C.

D. Adjustments to Consideration

The County may adjust the consideration provided to the Subcontractor under this Contract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Subcontractor's delivery of services.

E. Sources of Funding

The source of the funding for this Contract are 100% from State General Fund.

F. Erroneous and Improper Payments

The Subcontractor may not retain any monies the County pays in error or which the Subcontractor, its employees, or its agents improperly receive. The Subcontractor must immediately notify the County if it determines a payment may be erroneous or improper and must return that payment within 25 days of the County requesting its return. If the Subcontractor fails to return to the County any erroneous or improper payment, the County may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Subcontractor .

G. Final Payment

The County will issue the final payment to the Subcontractor for the **Services** when the County has accepted the Services and determined that the Subcontractor has met all of its Contract performance obligations satisfactorily.

#### SECTION 4. CREATION AND RETENTION OF RECORDS

- A. The Subcontractor must maintain all records, {written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.
- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Subcontractor must continue to retain records until such activity is completed.
- C. The Subcontractor must provide the County and its authorized agents with reasonable access to records the Subcontractor maintains for purposes of this Contract. The

Subcontractor must make the records available at all reasonable times at the Subcontractor's general offices or other location as agreed to by the parties.

## **SECTION 5. ACCOUNTING, COST PRINCIPLES, AND AUDIT**

### **A. Accounting Standards**

The Subcontractor must maintain a system of accounting procedures and practices sufficient for the County to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

### **B. Audits and Other Investigations**

The County and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Subcontractor will provide the County and any other authorized governmental entity, and their agents access to and the right to record or copy any and all of the Subcontractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

### **C. Corrective Action**

If directed by the County, the Subcontractor must take corrective action to resolve audit findings. The Subcontractor must prepare a corrective action plan detailing actions the Subcontractor proposes to undertake to resolve the audit findings. The County may direct the Subcontractor to modify the corrective action plan.

### **D. Reimbursement for Sums Owing**

The Subcontractor must reimburse or compensate the County in any other manner as the County may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the County.

### **E. The Subcontractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.**

## **SECTION 6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

A The Subcontractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the County.

- B. Any assignment, transfer, delegation, or subcontracting of the Subcontractor's rights or duties under this Contract does not relieve the Subcontractor from its responsibility and liability for performance of all Subcontractor obligations under this Contract. The Subcontractor will be as fully responsible for the acts or omissions of any Subcontractor as it is for its own acts or omissions .

## **SECTION 7. INDEMNIFICATION**

- A. The Subcontractor, at its sole cost and expense, must indemnify, defend, and hold harmless Yellowstone County and State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Subcontractor's performance of services under this Contract or in any way resulting from the acts or omission of Subcontractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The County must give the Subcontractor notice of any allegation of liability and at the Subcontractor's expense the County shall cooperate in the defense of the matter.
- C. If the Subcontractor fails to fulfill its obligations as the indemnitor under this section, the County may undertake its own defense. If the County or State undertakes its own defense, the Subcontractor must reimburse the County and/or State for any and all costs to the County and/or State resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the County and/or State including but not limited to attorney fees, investigation, discovery, experts, and court costs.

## **SECTION 8. LIMITATIONS OF COUNTY AND STATE LIABILITY**

- A. Any liabilities of the County and/or State and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The County shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

## **SECTION 9. INSURANCE COVERAGE**

- A. Without limiting any of Subcontractor's obligations hereunder, Subcontractor must carry insurance coverage in accordance with the requirements stated in Master Contract, Attachment E, Insurance Requirements, attached hereto and incorporated herein by

reference .

## **SECTION 10. CONFLICTS OF INTEREST**

- A. The Subcontractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Subcontractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Subcontractor may receive a financial or other valuable benefit as a result. The County may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

## **SECTION 11. COMPLIANCE WITH LAWS/WARRANTIES**

- A The Subcontractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment D to this Contract contains a list of state and federal authorities. The Subcontractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Subcontractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Subcontractor must submit the assurances, where applicable, set forth in Attachment D and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Subcontractor represents and warrants that the Subcontractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Subcontractor represents and warrants that it is an independent Subcontractor and that its employees, agents and Subcontractors are not employees of the State of Montana. The Subcontractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Subcontractor must comply with all applicable Workers' Compensation requirements.
- G. The Subcontractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be

performed under this Contract. The Subcontractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.

## **SECTION 12. REGISTRATION OF OUT OF STATE ENTITIES**

- A. Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.
- B. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444- 3665, or visit their website at <http://sos.mt.gov>.

## **SECTION 13. OWNERSHIP OF DATA AND DOCUMENTS**

- A All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract or information provided to the Subcontractor, both in hard-copy form and as may be embodied on any recording and storage media, is deemed State property and, upon request at the termination or expiration of this Contract, shall be delivered to the ~~State~~.

## **SECTION 14. CONFIDENTIALITY**

- A Personal Information
  - 1. During the term of this Contract, the Subcontractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the County and State provides to the Subcontractor or which the Subcontractor acquires on behalf of the County and State in the performance of this Contract which contains the personal information of any person.
  - 2. In its use and possession of personal information, the Subcontractor must conform to security standards and procedures meeting or exceeding current best **business** practices. Upon the County's request, the Subcontractor will allow the County and/or State to review and approve any specific security standards and procedures of the Subcontractor.
- B. Notice by Subcontractor of Unauthorized Disclosures or Uses of Personal Information
  - 1. Immediately upon discovering any unauthorized disclosure or use of personal

information by the Subcontractor, its employees, subcontractors, agents, the Subcontractor must confidentially report the disclosure or use to the County and State in detail and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Subcontractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Subcontractor must provide the County and State with written notice within five work days of the Subcontractor receiving notice of any administrative action or litigation threatened or initiated against the Subcontractor based on any legal authority related to the protection of personal information.
2. With its notice, the Subcontractor must provide the County and State with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Subcontractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Subcontractor in connection with the **Services** under this Contract, including but not limited to, information and data given to the Subcontractor by the County and/or State, its agents or Subcontractors or any other source.

E. Access/Use of Confidential Information

The Subcontractor may not access or use personal, confidential, or other information obtained through the County and/or State, its agents and Subcontractors, unless the Subcontractor does so:

1. in conformity with governing legal authorities and policies;
2. with the permission of the persons or entities to whom or which the information pertains; and
3. with the review and approval by the County and State prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Subcontractor's proposal and its attachments, if any, and information otherwise provided to the County in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the County has the right to use for public purposes and to disclose to the public

contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

## **SECTION 15. PROPRIETARY INFORMATION**

- A. Before the County can recognize a business/corporate claim of confidential trade secret or proprietary information, the Subcontractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Subcontractor must include with that claim an affidavit of legal counsel on the form provided by the County, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Subcontractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the County with respect to defense and warranting the Subcontractor's responsibility for all legal costs and attorneys' fees, should the County accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The County will provide the Subcontractor timely notice of any administrative or legal request or contest from a third-party seeking release of contractual and related information for which the Subcontractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the County determines that such information is subject to the public right to know and must be released as requested, the County will provide the Subcontractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Subcontractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

## **SECTION 16. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS**

- A. If the Subcontractor is a "Business Associate" as defined at 45 C.F.R. § 160.103, it must comply with the privacy and security requirements for functioning as a "business associate" of the County and State or as a "covered entity" under HIPAA and HITECH. In addition to executing this Contract, the Subcontractor must execute the Business Associate Agreement attached to this Contract as Attachment F.

## **SECTION 17. PUBLICITY AND DISCLAIMERS**

- A The Subcontractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Subcontractor. State or the County under this Contract with any specific political agenda, political party candidate for public office, or any matter to be voted upon by



the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.

- B. The Subcontractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the County or State. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Subcontractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

- C. The Subcontractor must state the percentage and the monetary amount of the total program or project costs of this Contract funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract.
- D. Before the Subcontractor uses, publishes, releases or distributes them to the public or to local and state programs, the County and State must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Subcontractor or its agents produce with contract monies to describe and promote services provided through this Contract.

## **SECTION 18. ACCESS TO PREMISES**

- A The Subcontractor must provide the County and State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Subcontractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Subcontractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

## **SECTION 19. LIAISON AND SERVICE OF NOTICES**

- A Denis Pitman, Chair Yellowstone County Commissioner, Phone (406) 256-2701, [dpitman@co.yellowstone.mt.gov](mailto:dpitman@co.yellowstone.mt.gov), or their successor, is the liaison for the County. Mackenzie Petersen, Phone (406) 444-2878, Fax (406) 444-7391, [Mackenzie.Petersen@mt.gov](mailto:Mackenzie.Petersen@mt.gov) is the liaison for the State. These persons serve as the primary contacts between the parties regarding the performance of this Contract. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Contract.

## **SECTION 20. FORCE MAJEURE**

- A. If the Subcontractor or the County is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Subcontractor's finances shall not be considered a force majeure.

## **SECTION 21. CONTRACT TERMINATION**

- A. The County may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The County terminating without cause must give written notice of termination to the Subcontractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Subcontractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs {not including anticipated profits) incurred by the Subcontractor as a result of the termination. Such payment shall constitute the Subcontractor's sole right and remedy. The County has the right to terminate without cause even when a condition of force majeure exists.
- B. The County may immediately terminate this Contract if the Subcontractor engages in any violation of state or federal law listed in this Contract or any Attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. The County may terminate this Contract in whole or in any aspect of performance under this Contract if:
1. federal or state funding for this Contract becomes unavailable or reduced for any reason; or
  2. the County or State determines that the Subcontractor is failing to perform in accordance with the terms of this Contract. In such event, the County shall **give** Subcontractor written notice of breach and an opportunity to cure the breach. Subcontractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the County to Subcontractor. The option to terminate shall be at the discretion of the County or State.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Subcontractor must assist the County, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the

County or its designee, and shall allow the County access to the Subcontractor's facilities, records and materials to fulfill these requirements.

## **SECTION 22. ADDITIONAL REMEDIES**

### **A. Withholding Payments**

If the Subcontractor fails to perform the services in conformance with the requirements of this Contract, the County and/or State has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The County may withhold any payments due to the Subcontractor, without penalty or work stoppage by Subcontractor, until the Subcontractor cures performance to the satisfaction of the County. The Subcontractor is not relieved of its performance obligations if any payment is withheld.

### **B. Reductions in Payments Due**

Amounts owed to the County by the Subcontractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by County and/or State from any money payable to Subcontractor pursuant to this Contract.

### **C. If, in the County's reasonable judgment, a default by Subcontractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Subcontractor to cure the default are unavailing, the Subcontractor fails to cure such default within 30 calendar days of receipt of notice from the County and/or State, and the default is capable of being cured by the County or by another resource without unduly interfering with continued performance by the Subcontractor, the County, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, County will, without limiting its other available remedies, have the right to procure the terminated services and the Subcontractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by County, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising and staff time costs.**

### **D. Stop Work Order**

1. The County may, at any time, by written stop work order to the Subcontractor, require the Subcontractor to stop any or all parts of the work required by this Contract for the period of days indicated by the County after the stop work order is delivered to Subcontractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Subcontractor must immediately comply with its terms and take all reasonable steps to minimize the

incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.

2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Subcontractor must resume contractual performance. The County, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the County, in good faith, has reason to believe that the Subcontractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the County may demand in writing that the Subcontractor give a written assurance of intent to perform. Failure by Subcontractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the County's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F. Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

## **SECTION 23. CHOICE OF LAW, REMEDIES AND VENUE**

- A. This Contract is governed by the laws of the State of Montana.
8. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Subcontractor must pay its own costs and attorney fees.

## **SECTION 24. GENERAL**

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the County,

including request for proposal, if any, govern over the Subcontractor's proposal, if any.

- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

#### **AUTHORITY TO EXECUTE**

Except as modified above, all other terms and conditions of Contract Number 20-331-74311-0 remain unchanged and incorporated into this contract by reference. All other terms and conditions are also incorporated into this contract.

The parties through their authorized agents have executed this on the dates set out below.

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Denis Pitman, Chair Yellowstone County Commissioner

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Downtown Billings Alliance

**B.O.C.C. Regular**

Agenda Item 1. c.

**Meeting Date:** 06/16/2020

**Title:**

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Contract for County and Tribal Matching Grant Program Contract Number 20-331-74311-0 with United Way of Yellowstone County

**BACKGROUND:**

See attached agreement.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

United Way of Yellowstone County/Tribal Matching Grant Agreement

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**Yellowstone County CONTRACT FOR County and Tribal Matching Grant Program  
CONTRACT NUMBER 20-331-74311-0**

THIS CONTRACT is entered into between Yellowstone County ("County"), whose contact information is as follows: 316 North 26th Street Room 3101, Billings, MT, 59101, and Phone (406) 256-2701 United Way of Yellowstone County ("Subcontractor"), whose contact information is as follows: 2173 Overland Ave, Billings, MT 59102, Phone number (406) 272-8505, Federal Tax ID 81-0287507; respectively (collectively, the "Parties").

**SECTION 1. SERVICES/SCOPE OF WORK**

- A. This Contract constitutes the basic agreement between the parties for: effective response to acute mental health crises to prevent unnecessary restrictive placements such as incarceration or Montana State Hospital (MSH). The State believes there is no single solution for this problem and every community will need to tailor strategies to meet their communities' unique realities and resources. The State encourages contractor/subcontractor to implement strategic planning and community process/resource mapping and refer to national initiatives, resources, and models such as National Association of Counties' Stepping Up Initiative, Substance Abuse and Mental Health Services Administration's (SAMHSA) GAINS Center, and Sequential Intercept Model. The State believes innovative community solutions require system approaches, data driven strategies, and strong intersectoral partnerships (the "Services"), as more particularly described Below.
- B. Time is of the essence under this Contract.
- C. The County and the subcontractor, their employees, agents, contractors and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Subcontractor will perform the Services in accordance with all of the provisions of the Contract awarded to Yellowstone County by the Montana Department of Public Health and Human Services (the "State"):

**Tribal Matching Grant Program**

**CONTRACT NUMBER 20-331-74311-0" hereinafter referred to as "Master Contract".**

- a. Contract (this instrument)
- b. Attachment A: Scope of Work
- c. Attachment B: Payment/Fee Schedule and Budget
- d. Attachment C: Invoice
- e. Attachment D: Federal and State Law Requirements
- f. Attachment E: Insurance Requirements
- g. Attachment F: Business Associate Agreement
- h. Attachment G: Assurances
- i. Attachment H: Dark Money Disclosure Declaration
- j. Attachment I: Request for Proposal, Contractor's Proposal

## **SUBCONTRACTOR INFORMATION:**

United Way of Yellowstone County  
2173 Overland Ave  
Billings, MT 59102  
Federal Tax ID: 81-0287507  
Phone number: (406) 272-8505  
Fax number: (406) 252-3830

**The subcontractor shall provide the following services:** Outlined in Goals 1 and 2, Strategies 2 and 4  
**REIMBURSEMENT SCHEDULE**

- UWYC will be the project manager for the universal crisis line and linkage with the 211 system.
- UWYC will provide a CoC Coordinator to coordinate the Design Committee meetings.
- UWYC will assist in hiring a consultant for the joint task forces and the pilot mobile crisis team.
- UWYC will hire a project evaluator.
- UWYC will hire a data dashboard associate.
- UWYC will disburse and track diversion funds.
- UWYC will provide all relevant data and invoicing to the CCC on a monthly and quarterly basis and provide this by the 20<sup>th</sup> of each month.

County Matching Grant Budget Schedule:

8.  
9.  
1.0

E. Training/Travel

2. (should be 4)

## **SECTION 2. TERM OF CONTRACT**

The term of this Contract is from January 1, 2020, through June 30, 2021, unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one- year intervals, or any interval that is agreed upon by both parties. The Contract may not be renewed for more than a total of 7 years.

## **SECTION 3. CONSIDERATION AND PAYMENTS**

Subject to the terms and conditions contained in the Master Contract, the County will pay the Subcontractor for the Services as follows upon approval and payment from Montana County of Public Health and Human Services, Addictive and Mental Disorders Division:

- A. The County will reimburse the Subcontractor in consideration of the services the Subcontractor provides under this Contract as follows:



1. The total reimbursement provided to the Subcontractor for the purposes of this Contract may not exceed \$239,200 for the period the Contract is in effect and the Subcontractor is eligible to receive funds.

B. Other Programs as Payers for Services - Non-Duplication of Payment

The Subcontractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

C. Billing Procedures and Requirements

2. Payment shall be made pursuant to the following specified budget (in Attachment B) in Master Contract.
3. Payment to the Subcontractor shall be made to:

Yellowstone County, Montana  
316 North 26th Street Room 3101  
Billings, MT, 59101

4. The Subcontractor must bill in accordance with the procedures and requirements the County identifies and must itemize all services and **expenses** for reimbursement. Subcontractor must submit invoices on forms the County provides. Invoice is attached as Attachment C.

B. Adjustments to Consideration

The County may adjust the consideration provided to the Subcontractor under this Contract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Subcontractor's delivery of services.

C. Sources of Funding

The source of the funding for this Contract are 100% from State General Fund.

D. Erroneous and Improper Payments

The Subcontractor may not retain any monies the County pays in error or which the Subcontractor, its employees, or its agents improperly receive. The Subcontractor must immediately notify the County if it determines a payment may be erroneous or improper and must return that payment within 25 days of the County requesting its return. If the Subcontractor fails to return to the County any erroneous or improper payment, the County may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Subcontractor.

E. Final Payment

The County will issue the final payment to the Subcontractor for the **Services** when the County has accepted the Services and determined that the Subcontractor has met all of its Contract performance obligations satisfactorily.

#### **SECTION 4. CREATION AND RETENTION OF RECORDS**

- A. The Subcontractor must maintain all records, {written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.
- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Subcontractor must continue to retain records until such activity is completed.
- C. The Subcontractor must provide the County and its authorized agents with reasonable access to records the Subcontractor maintains for purposes of this Contract. The Subcontractor must make the records available at all reasonable times at the Subcontractor's general offices or other location as agreed to by the parties.

#### **SECTION 5. ACCOUNTING, COST PRINCIPLES, AND AUDIT**

- A. Accounting Standards

The Subcontractor must maintain a system of accounting procedures and practices sufficient for the County to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

- B. Audits and Other Investigations

The County and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Subcontractor will provide the County and any other authorized governmental entity, and their agents access to and the right to record or copy any and all of the Subcontractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

- C. Corrective Action

If directed by the County, the Subcontractor must take corrective action to resolve audit findings. The Subcontractor must prepare a corrective action plan detailing actions the Subcontractor proposes to undertake to resolve the audit findings. The County may direct the Subcontractor to modify the corrective action plan.

- D. Reimbursement for Sums Owed

The Subcontractor must reimburse or compensate the County in any other manner as the County may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the County.

- E. The Subcontractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

## **SECTION 6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

- A. The Subcontractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the County.
- B. Any assignment, transfer, delegation, or subcontracting of the Subcontractor's rights or duties under this Contract does not relieve the Subcontractor from its responsibility and liability for performance of all Subcontractor obligations under this Contract. The Subcontractor will be as fully responsible for the acts or omissions of any Subcontractor as it is for its own acts or omissions .

## **SECTION 7. INDEMNIFICATION**

- A. The Subcontractor, at its sole cost and expense, must indemnify, defend, and hold harmless Yellowstone County and State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Subcontractor's performance of services under this Contract or in any way resulting from the acts or omission of Subcontractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The County must give the Subcontractor notice of any allegation of liability and at the Subcontractor's expense the County shall cooperate in the defense of the matter.
- C. If the Subcontractor fails to fulfill its obligations as the indemnitor under this section, the County may undertake its own defense. If the County or State undertakes its own defense, the Subcontractor must reimburse the County and/or State for any and all costs to the County and/or State resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the County and/or State including but not limited to attorney fees, investigation, discovery, experts, and court costs.

## **SECTION 8. LIMITATIONS OF COUNTY AND STATE LIABILITY**

- A. Any liabilities of the County and/or State and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The County shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

## **SECTION 9. INSURANCE COVERAGE**

- A. Without limiting any of Subcontractor's obligations hereunder, Subcontractor must carry insurance coverage in accordance with the requirements stated in Master Contract, Attachment E, Insurance Requirements, attached hereto and incorporated herein by reference .

## **SECTION 10. CONFLICTS OF INTEREST**

- A. The Subcontractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Subcontractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Subcontractor may receive a financial or other valuable benefit as a result. The County may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

## **SECTION 11. COMPLIANCE WITH LAWS/WARRANTIES**

- A. The Subcontractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment D to this Contract contains a list of state and federal authorities. The Subcontractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Subcontractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Subcontractor must submit the assurances, where applicable, set forth in Attachment D and attached as Attachment G, to this Contract prior to commencement of work under this Contract.
- D. The Subcontractor represents and warrants that the Subcontractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Subcontractor represents and warrants that it is an independent Subcontractor and that its employees, agents and Subcontractors are not employees of the State of Montana. The Subcontractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Subcontractor must comply with all applicable Workers' Compensation requirements.
- G. The Subcontractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the

United States in connection with the Services to be performed under this Contract. The Subcontractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.

## **SECTION 12. REGISTRATION OF OUT OF STATE ENTITIES**

- A. Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.
- B. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444- 3665, or visit their website at <http://sos.mt.gov>.

## **SECTION 13. OWNERSHIP OF DATA AND DOCUMENTS**

- A All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contract or information provided to the Subcontractor, both in hard-copy form and as may be embodied on any recording and storage media, is deemed State property and, upon request at the termination or expiration of this Contract, shall be delivered to the State.

## **SECTION 14. CONFIDENTIALITY**

- A Personal Information
  - 1. During the term of this Contract, the Subcontractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the County and State provides to the Subcontractor or which the Subcontractor acquires on behalf of the County and State in the performance of this Contract which contains the personal information of any person.
  - 2. In its use and possession of personal information, the Subcontractor must conform to security standards and procedures meeting or exceeding current best **business** practices. Upon the County's request, the Subcontractor will allow the County and/or State to review and approve any specific security standards and procedures of the Subcontractor.
- B. Notice by Subcontractor of Unauthorized Disclosures or Uses of Personal Information
  - 1. Immediately upon discovering any unauthorized disclosure or use of personal information by the Subcontractor, its employees, subcontractors, agents, the Subcontractor must confidentially report the disclosure or use to the County and State in detail and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Subcontractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Subcontractor must provide the County and State with written notice within five work days of the Subcontractor receiving notice of any administrative action or litigation threatened or initiated against the Subcontractor based on any legal authority related to the protection of personal information.
2. With its notice, the Subcontractor must provide the County and State with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Subcontractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Subcontractor in connection with the **Services** under this Contract, including but not limited to, information and data given to the Subcontractor by the County and/or State, its agents or Subcontractors or any other source.

E. Access/Use of Confidential Information

The Subcontractor may not access or use personal, confidential, or other information obtained through the County and/or State, its agents and Subcontractors, unless the Subcontractor does so:

1. in conformity with governing legal authorities and policies;
2. with the permission of the persons or entities to whom or which the information pertains; and
3. with the review and approval by the County and State prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Subcontractor's proposal and its attachments, if any, and information otherwise provided to the County in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the County has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

**SECTION 15. PROPRIETARY INFORMATION**

A. Before the County can recognize a business/corporate claim of confidential trade secret

or proprietary information, the Subcontractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Subcontractor must include with that claim an affidavit of legal counsel on the form provided by the County, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Subcontractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the County with respect to defense and warranting the Subcontractor's responsibility for all legal costs and attorneys' fees, should the County accept the claim as legitimate and as a result be subjected to administrative or legal contest.

- B. The County will provide the Subcontractor timely notice of any administrative or legal request or contest from a third-party seeking release of contractual and related information for which the Subcontractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the County determines that such information is subject to the public right to know and must be released as requested, the County will provide the Subcontractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Subcontractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

#### **SECTION 16. COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS**

- A. If the Subcontractor is a "Business Associate" as defined at 45 C.F.R. § 160.103, it must comply with the privacy and security requirements for functioning as a "business associate" of the County and State or as a "covered entity" under HIPAA and HITECH. In addition to executing this Contract, the Subcontractor must execute the Business Associate Agreement attached to this Contract as Attachment F.

#### **SECTION 17. PUBLICITY AND DISCLAIMERS**

- A. The Subcontractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Subcontractor. State or the County under this Contract with any specific political agenda, political party candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- B. The Subcontractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the County or State. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Subcontractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

- C. The Subcontractor must state the percentage and the monetary amount of the total program or project costs of this Contract funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract.
- D. Before the Subcontractor uses, publishes, releases or distributes them to the public or to local and state programs, the County and State must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Subcontractor or its agents produce with contract monies to describe and promote services provided through this Contract.

## **SECTION 18. ACCESS TO PREMISES**

- A. The Subcontractor must provide the County and State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Subcontractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Subcontractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

## **SECTION 19. LIAISON AND SERVICE OF NOTICES**

- A. Denis Pitman, Chair Yellowstone County Commissioner, Phone (406) 256-2701, [dpitman@co.yellowstone.mt.gov](mailto:dpitman@co.yellowstone.mt.gov), or their successor, is the liaison for the County. Mackenzie Petersen, Phone (406) 444-2878, Fax (406) 444-7391, [Mackenzie.Petersen@mt.gov](mailto:Mackenzie.Petersen@mt.gov) is the liaison for the State. These persons serve as the primary contacts between the parties regarding the performance of this Contract. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Contract.

## **SECTION 20. FORCE MAJEURE**

- A. If the Subcontractor or the County is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Subcontractor's finances shall not be considered a force majeure.

## **SECTION 21. CONTRACT TERMINATION**

- A. The County may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The County terminating without cause must give written notice of termination to the Subcontractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the



Subcontractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs {not including anticipated profits) incurred by the Subcontractor as a result of the termination. Such payment shall constitute the Subcontractor's sole right and remedy. The County has the right to terminate without cause even when a condition of force majeure exists.

- B. The County may immediately terminate this Contract if the Subcontractor engages in any violation of state or federal law listed in this Contract or any Attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. The County may terminate this Contract in whole or in any aspect of performance under this Contract if:
  - 1. federal or state funding for this Contract becomes unavailable or reduced for any reason; or
  - 2. the County or State determines that the Subcontractor is failing to perform in accordance with the terms of this Contract. In such event, the County shall **give** Subcontractor written notice of breach and an opportunity to cure the breach. Subcontractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the County to Subcontractor. The option to terminate shall be at the discretion of the County or State.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Subcontractor must assist the County, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the County or its designee, and shall allow the County access to the Subcontractor's facilities, records and materials to fulfill these requirements.

## **SECTION 22. ADDITIONAL REMEDIES**

### **A. Withholding Payments**

If the Subcontractor fails to perform the services in conformance with the requirements of this Contract, the County and/or State has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The County may withhold any payments due to the Subcontractor, without penalty or work stoppage by Subcontractor, until the Subcontractor cures performance to the satisfaction of the County. The Subcontractor is not relieved of its performance obligations if any payment is withheld.

### **B. Reductions in Payments Due**

Amounts owed to the County by the Subcontractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by County and/or State from any money payable to Subcontractor pursuant to this

Contract.

- C. If, in the County's reasonable judgment, a default by Subcontractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Subcontractor to cure the default are unavailing, the Subcontractor fails to cure such default within 30 calendar days of receipt of notice from the County and/or State, and the default is capable of being cured by the County or by another resource without unduly interfering with continued performance by the Subcontractor, the County, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, County will, without limiting its other available remedies, have the right to procure the terminated services and the Subcontractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by County, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising and staff time costs.
- D. Stop Work Order
1. The County may, at any time, by written stop work order to the Subcontractor, require the Subcontractor to stop any or all parts of the work required by this Contract for the period of days indicated by the County after the stop work order is delivered to Subcontractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Subcontractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
  2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Subcontractor must resume contractual performance. The County, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.
- E. Right to Assurance
- If the County, in good faith, has reason to believe that the Subcontractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the County may demand in writing that the Subcontractor give a written assurance of intent to perform. Failure by Subcontractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the County's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.
- F. Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

## **SECTION 23. CHOICE OF LAW, REMEDIES AND VENUE**

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Subcontractor must pay its own costs and attorney fees.

## **SECTION 24. GENERAL**

- A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the County, including request for proposal, if any, govern over the Subcontractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.
- H. This Contract may be executed in counterparts, which together will constitute one instrument.

The parties through their authorized agents have executed this Contract on the dates set out below.

## **AUTHORITY TO EXECUTE**

Except as modified above, all other terms and conditions of Contract Number 20-331-74311-0 remain unchanged and incorporated into this contract by reference. All other terms and conditions are also incorporated into this contract.

The parties through their authorized agents have executed this on the dates set out below.

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Denis Pitman,  
Chair Yellowstone County Commissioner

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
United Way of Yellowstone County

**B.O.C.C. Regular**

Agenda Item 2.

**Meeting Date:** 06/16/2020

**Title:** FY21 EMPG Grant Award

**Submitted For:** Kenneth Williams

**Submitted By:** Linda Oberg

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**TOPIC:**

FY21 EMPG Grant Award Letter

**BACKGROUND:**

Emergency Management Performance Grant for FY20-21

**RECOMMENDED ACTION:**

Acceptance of EMPG Award and Obligation Document

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**Attachments**

Yellowstone FY21 EMPG Award

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**Emergency Management Performance Grant (EMPG)**

**FFY2020-21 Award Letter**

K.C. Williams  
316 N 26 Street, Room 3102  
Billings, MT 59105

K.C. Williams,

Congratulations on behalf of Montana Disaster and Emergency Services (MT DES). Your application for financial assistance submitted under the 2020 Federal Fiscal Year (FFY) Emergency Management Performance Grant has been approved in the amount of \$137,806.58. As a condition of this award, Yellowstone County is required to contribute a cost match in the amount of not less than \$137,806.58 of non-Federal funds, or 50 percent of the total approved project cost of \$275,613.16.

Before you request and receive any of the Federal funds awarded, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligor Document for Award (attached to this Award Letter)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award. In order to establish acceptance of the award and its terms, please complete, sign and return the Obligor Document for Award to your MT DES Grant Coordinator.

For additional assistance, please contact your grant-appropriate MT DES Grant Coordinator.

Thank you,

Delila Bruno  
Administrator  
Montana Disaster and Emergency Services



**AGREEMENT ARTICLES**  
**Emergency Management Performance Grant**

**SUB-RECIPIENT:** Yellowstone County  
**PROGRAM:** Emergency Management Performance Grant  
**STATE AGREEMENT NUMBER:** 20 EMPG Yellowstone

**TABLE OF CONTENTS**

Article I	Whistleblower Protection Act
Article II	Use of DHS Seal, Logo, and Flags
Article III	USA Patriot Act of 2001
Article IV	Universal Identifier and System of Award Management (SAM)
Article V	Reporting of Matters Related to Recipient Integrity and Performance
Article VI	Rehabilitation Act of 1973
Article VII	Trafficking Victims Protection Act of 2000
Article VIII	Terrorist Financing
Article IX	SAFECOM
Article X	Reporting Subawards and Executive Compensation
Article XI	Procurement of Recovered Materials
Article XII	Patent and Intellectual Property Rights

Article XIII	Notice of Funding Opportunity Requirements
Article XIV	Non-supplanting Requirement
Article XV	Lobbying Prohibitions
Article XVI	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XVII	Hotel and Motel Fire Safety Act of 1990
Article XVIII	Fly America Act of 1974
Article XIX	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article XX	Americans with Disabilities Act of 1990
Article XXI	Age Discrimination Act of 1975
Article XXII	Activities Conducted Abroad
Article XXIII	Acknowledgment of Federal Funding from DHS
Article XXIV	Federal Leadership on Reducing Text Messaging while Driving
Article XXV	Federal Debt Status
Article XXVI	False Claims Act and Program Fraud Civil Remedies
Article XXVII	Energy Policy and Conservation Act
Article XXVIII	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XXIX	Duplication of Benefits
Article XXX	Drug-Free Workplace Regulations
Article XXXI	Debarment and Suspension
Article XXXII	Copyright
Article XXXIII	Civil Rights Act of 1968
Article XXXIV	Civil Rights Act of 1964 - Title VI
Article XXXV	DHS Specific Acknowledgements and Assurances



Article XXXVI	Assurances, Administrative Requirements, Cost Principles, and Audit Requirements
Article XXXVII	National Environmental Policy Act
Article XXXVIII	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXXIX	Acceptance of Post Award Changes
Article XL	Disposition of Equipment Acquired Under the Federal Award
Article XLI	Prior Approval for Modification of Approved Budget
Article XLII	MT DES Specific Acknowledgements and Assurances
Article XLIII	Accruals
Article XLIV	Authorized Representative

#### **Article I - Whistleblower Protection Act**

All sub-recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C. Section 2409](#), [U.S.C. Section 4712](#), [10 U.S.C. Section 2324](#), [41 U.S.C. Sections 4304](#) and [4310](#).

#### **Article II - Use of DHS Seal, Logo and Flags**

All sub-recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article III - USA Patriot Act of 2001**

All sub-recipients must comply with all applicable requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. sections 175-175c](#).

#### **Article IV - Universal Identifier and System of Award Management (SAM)**

All sub-recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#).

#### **Article V - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the sub-recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, sub-recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article VI - Rehabilitation Act of 1973**

Sub-recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, [29 U.S.C. section 794](#), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article VII - Trafficking Victims Protection Act of 2000**

Sub-recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the

*Trafficking Victims Protection Act of 2000*, (TVPA) as amended by [22 U.S.C. section 7104](#). The award term is located at [2 C.F.R. section 175.15](#), the full text of which is incorporated here by reference.

## **Article VIII - Terrorist Financing**

Sub-recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Sub-recipients are legally responsible to ensure compliance with the Order and laws.

## **Article IX - SAFECOM**

Sub-recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

## **Article X - Reporting Subawards and Executive Compensation**

Sub-recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

## **Article XI - Procurement of Recovered Materials**

Sub-recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **Article XII - Patents and Intellectual Property Rights**

Unless otherwise provided by law, sub-recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. section 200](#) et seq. All sub-recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. section 401.14.

## **Article XIII - Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All sub-recipients must comply with all applicable requirements set forth in the program NOFO.

## **Article XIV - Non-Supplanting Requirement**

Sub-recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## **Article XV - Lobbying Prohibitions**

Sub-recipients must comply with [31 U.S.C. section 1352](#), which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

## **Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Sub-recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that sub-recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

## **Article XVII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. section 2225a](#), sub-recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, [15 U.S.C. section 2225](#).

#### **Article XVIII - Fly America Act of 1974**

Sub-recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. section 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. section 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

#### **Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Sub-recipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Sub-recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

#### **Article XX - Americans with Disabilities Act of 1990**

Sub-recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits sub-recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. sections 12101-12213](#)).

#### **Article XXI - Age Discrimination Act of 1975**

Sub-recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, section 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article XXII - Activities Conducted Abroad**

Sub-recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article XXIII - Acknowledgment of Federal Funding from DHS**

Sub-recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Article XXIV - Federal Leadership on Reducing Text Messaging while Driving**

Sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XXV - Federal Debt Status**

Sub-recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

#### **Article XXVI - False Claims Act and Program Fraud Civil Remedies**

Sub-recipients must comply with the requirements of The False Claims Act ([31 U.S.C Section 3729–3733](#)) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. section 3801-3812](#) which details the administrative remedies for false claims and statements made.)

#### **Article XXVII - Energy Policy and Conservation Act**

Sub-recipients must comply with the requirements of The Energy Policy and Conservation Act ([42 U.S.C. section 6201](#)) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## **Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Sub-recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. section 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

## **Article XXIX - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude sub-recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

## **Article XXX - Drug-Free Workplace Regulations**

Sub-recipients must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

## **Article XXXI - Debarment and Suspension**

Sub-recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## **Article XXXII - Copyright**

Sub-recipients must affix the applicable copyright notices of [17 U.S.C. sections 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

## **Article XXXIII - Civil Rights Act of 1968**

All sub-recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits sub-recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex ([42 U.S.C. section 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. section 100.201](#).)

## **Article XXXIV - Civil Rights Act of 1964 - Title VI**

All sub-recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 ([42 U.S.C. section 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

## **Article XXXV - DHS Specific Acknowledgements and Assurances**

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or

detailed in program guidance.

5. As a condition of receipt of Federal financial assistance, the recipient is required to comply with applicable provisions of laws and policies prohibiting discrimination, including but not limited to:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability.
- Title IX of the Education Amendments Act of 1972, which prohibits discrimination based on sex in education programs or activities.
- Age Discrimination Act of 1975, which prohibits discrimination based on age.
- U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

If, during the past three years, recipients have been accused of, or in the event courts or administrative agencies make a finding of, discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements, or the complaint and findings to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article XXXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

Sub-recipients must complete the OMB Standard Form [424B Assurances - Non-Construction Assurance](#) or [OMB Standard Form 424D Assurances - Construction Programs](#) as applicable. MT DES may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. MT DES financial assistance sub-recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

#### **Article XXXVII - National Environmental Policy Act**

Sub-recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires sub-recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XXXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by FEMA or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Sub-recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Article XXXIX - Acceptance of Post Award Changes**

In the event MT DES determines that changes are necessary to the sub-recipient award document after an award has been made, including changes to period of performance or terms and conditions, sub-recipients will be notified by MT DES of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

#### **Article XL - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from MT DES to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

#### **Article XLI - Prior Approval for Modification of Approved Budget**

Before making any change to the MT DES approved budget for this award, you must request prior written approval from MT

DES where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from MT DES where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget MT DES last approved. You must report any deviations from your MT DES approved budget, regardless of whether the budget deviation requires prior written approval.

## **Article XLII - MT DES Specific Acknowledgements and Assurances**

All sub-recipients must acknowledge and agree to comply with applicable provisions governing MT DES access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any compliance reviews or compliance investigations conducted by MT DES.
2. Sub-recipients must give MT DES access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by MT DES regulations and other applicable laws or program guidance.
3. Sub-recipients must submit timely, complete, and accurate reports to the appropriate MT DES officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. The State of Montana shall not be liable for any reimbursement amount greater than the award amount available to each county/Tribe.
6. Failure of the County/Tribe to accomplish EMPG objectives may result in the reduction or withholding of funds, or other action, as determined by MT DES.

The State of Montana has the right to seek judicial enforcement of these obligations.


## **Article XLIII - Accruals**

As established within Montana Operations Manual Policy, accrual documentation is required of all sub-recipients by the Montana Department of Administration, State Financial Services Division, and must be submitted to MT DES no later than the second week of June, or as instructed by MT DES.

## **Article XLIV – Authorized Representative**

As evidenced by the signatures found in the Letter of Obligation, the Sub-Recipient Signatory Official agrees to appoint the Sub-Recipient Authorized Representative to act on behalf of Yellowstone County, Emergency Management Program. This individual shall be duly authorized with all necessary powers with regards to the administration and oversight of the 2020 Emergency Management Performance Grant, 20 EMPG Yellowstone. The Catalog of Federal Domestic Assistance (CFDA) number associated with this grant is 97.042.

## Obligating Document for Award

<b>FEDERAL AGREEMENT NUMBER:</b> EMD-2020-EP-00003	<b>SUB-RECIPIENT NAME AND ADDRESS:</b>  Yellowstone County Emergency Management Program 316 N 26 Street, Room 3102 Billings, MT 59105		<b>ISSUING STATE OFFICE AND ADDRESS:</b>  Montana Disaster and Emergency Services P.O. Box 4789 1956 MT Majo Street Fort Harrison, MT 59636-4789
<b>STATE AGREEMENT #</b> 20 EMPG Yellowstone			
<b>AMENDMENT #</b>			
<b>NAME OF SUB-RECIPIENT AUTHORIZED REPRESENTATIVE:</b>  K.C. Williams	<b>SUB-RECIPIENT AUTHORIZED REPRESENTATIVE CONTACT INFORMATION:</b>  kwilliams@co.yellowstone.mt.gov (406) 256-2775	<b>NAME AND CONTACT INFORMATION OF MT DES PREPAREDNESS BRANCH MANAGER:</b>  Burke Honzel <a href="mailto:bhonzel@mt.gov">bhonzel@mt.gov</a> (406) 324-4771	
<b>EFFECTIVE DATE OF THIS ACTION:</b>  07/01/2020	<b>METHOD OF PAYMENT:</b>  EFT	<b>NAME AND CONTACT INFORMATION OF MT DES GRANT COORDINATOR:</b>  Amanda Avard (406) 324-4785 amanda.avard@mt.gov	
<b>FEDERAL AWARD AMOUNT:</b> \$137,806.58  <b>REQUIRED MATCH:</b> \$137,806.58  <b>TOTAL AWARD:</b> \$275,613.16		<b>PERIOD OF PERFORMANCE:</b> From: 07/01/2020                      To: 06/30/2021	
<b>ASSISTANCE ARRANGEMENT:</b>  Cost Reimbursement	<b>CFDA #:</b>  97.042	<b>Budget Period:</b> From: 07/01/2020                      To: 06/30/2021	
<b>SUB-RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>			<b>DATE</b>
<b>SUB-RECIPIENT AUTHORIZED REPRESENTATIVE (Name and Title)</b>			<b>DATE</b>
<b>MT DES SIGNATORY (Name and Title)</b>   Burke S. Honzel, Preparedness Branch Manager, Authorized Organizational Representative			<b>DATE</b>  6/1/2020

**B.O.C.C. Regular**

Agenda Item 3. a.

**Meeting Date:** 06/16/2020

**Title:** Resolution to Cancel Old Warrants

**Submitted By:** Anna Ullom, Accountant

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**TOPIC:**

Resolution 20-49 to Cancel Old Warrants

**BACKGROUND:**

Resolution to Cancel outstanding checks 8 years and older

**RECOMMENDED ACTION:**

Approve

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**Attachments**

Res. to Cancel Checks

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RESOLUTION 20-49

RESOLUTION TO CANCEL OLD CHECKS

**Whereas**, the attached list of outstanding checks are at least 8 years old, and

**Whereas**, the attached county attorney opinion and more current review from the county attorney indicate the ability to cancel these checks without recourse, and

**Whereas**, all payees of outstanding checks \$50.00 and over were sent letters notifying them of the un-cashed check and the county never received a response.

**Whereas**, previous attempts to have the checks redeemed have not resulted in the payee coming forward to cash the check or have it replaced.

**Whereas**, the county has ran a public notice informing the public of the outstanding check listing posted on the county website under the finance department.

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners that the attached list of checks as shown in attachment A in the amount of \$4,769.16 hereby be cancelled and deposited in the county general fund.

Dated this 16<sup>th</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS:  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
Denis Pitman - Chair

\_\_\_\_\_  
Donald W. Jones - Member

Attest:

\_\_\_\_\_  
Jeff Martin  
County Clerk & Recorder

\_\_\_\_\_  
John Ostlund - Member

The following warrants are to be cancelled in accordance with State Statute, due to being eight or more years outstanding. All warrants \$50.00 and over were sent letters and the county never received a response.

Checks will be cancelled June 30, 2020 unless the payee files documentation to replace the check BY June 15, 2020.

For more information please contact Anna @ 406-256-2783 (aullom@co.yellowstone.mt.gov)

Sorted by Last Name or Company name.

Check #	Date	Payee	Amount
37899	09/13/2010	ACKER, RAELYNN	4.00
39098	09/20/2011	ACKER, RAELYNN	16.00
904753	12/12/2011	ADDINGTON, DARCIE	12.00
39099	09/20/2011	AHERN, MIKAILA	4.00
37197	09/08/2010	AMERICAN HORSE, JODIE	2.00
37198	09/08/2010	AMERICAN HORSE, KAYLYN	4.00
39103	09/20/2011	AMERICAN HORSE, KAYLYN	3.00
39104	09/20/2011	AMERICAN HORSE, META	8.00
414580	09/06/2011	AMERIGAS.	77.70
38759	09/13/2011	AMTGARD, BILLINGS	50.00
905398	03/22/2012	ANDERSON, COLLEEN S.	17.55
37603	09/08/2010	ANDERSON, RACHAEL	15.00
16769	10/04/2011	ANDERSON, RICHARD	8.00
37201	09/08/2010	ARAUZ, EMILY	15.00
39105	09/20/2011	ARCHAMBAULT, AUSTIN	6.00
39106	09/20/2011	ARCHAMBAULT, LAKOTA	2.00
38810	09/15/2011	ARTHUR, DARLA	23.00
37901	09/13/2010	ATKINS, SKYE	2.00
39110	09/20/2011	BACKER, CHELCIE	3.00
39111	09/20/2011	BACKER, TRE	5.00
39112	09/20/2011	BALL, DIANA	4.00
37208	09/08/2010	BEAR COMES OUT, SPRING	4.00
37456	09/08/2010	BEAR ROBE, CHARLOTTE	6.00
37457	09/08/2010	BEAR ROBE, JODIE	10.00
37458	09/08/2010	BEAR ROBE, SHELBY	4.00
37459	09/08/2010	BEAUMONT, JONATHAN	12.00
37460	09/08/2010	BEAUMONT, LAILANEE	2.00
37461	09/08/2010	BELL, DIANA	3.00
39116	09/20/2011	BENTENCOURT, SHANICE	3.00
37465	09/08/2010	BIG BACK, DEMCRAY	3.00
39120	09/20/2011	BIG BACK, JASON	4.00
37470	09/08/2010	BIG BACK, STEVEN	4.00
37471	09/08/2010	BIG FIRE, WICONI	2.00
39123	09/20/2011	BIRDINGROUND, AIESHA	3.00
39124	09/20/2011	BIXBY, IAN	8.00
37229	09/08/2010	BONNER, ELIJAH	4.00
16740	09/15/2011	BOONEY, DANIELLE	16.00
904756	12/12/2011	BOTTENHAGEN, ALLISON DEANNE	12.00
39127	09/20/2011	BRADY, JARED	2.00
39128	09/20/2011	BRADY, SANTOS	11.00
38818	09/15/2011	BRATEN, KATIE	7.00
37909	09/14/2010	BRENNAN, PAGE	17.00

37834	09/09/2010	BRINKEL, BILL	3.00
904561	11/15/2011	BROWN, GAIL	28.65
37234	09/08/2010	BROWN, JUSTIN	4.00
38282	09/17/2010	BRUMFIELD, CHASE	40.00
38283	09/17/2010	BRUMFIELD, MORGAN	54.00
37236	09/08/2010	BUDDE, BRITTN	3.00
39131	09/20/2011	BULLCOMING, MARQUEZ	2.00
904876	12/29/2011	BURCH, RUSSELL	23.10
37239	09/08/2010	BURNS, RHYLIN	4.00
37240	09/08/2010	BURNS, RYLIN	2.00
37241	09/08/2010	BURNS, TYLER	8.00
39132	09/20/2011	BURNS, TYLER	6.00
37724	09/09/2010	CAMPBELL, CAYLA	4.00
39791	09/29/2011	CARBON/ GALLATIN 4-H SR. TEAM	25.00
904147	09/27/2011	CASZATT, TODD A.	13.11
37560	09/08/2010	CHURCHILL, ALANA	5.00
16743	09/15/2011	CODY, DESI RAY	16.00
39135	09/20/2011	CONTRERAS, BRIAN	3.00
37243	09/08/2010	COOK, ALEX	4.00
905587	05/24/2012	COOPER, KIMBERLEE D.	14.78
38771	09/13/2011	CRANE, ALAURA	20.00
905680	05/29/2012	CRAVEY, RAEVEN PAUL	19.77
415875	11/01/2011	CROSS, LUCI	27.78
37245	09/08/2010	CUNNINGHAM, CHAD	3.00
39137	09/20/2011	CUNNINGHAM, CHAD	4.00
37246	09/08/2010	CUNNINGHAM, ETHAN	2.00
39138	09/20/2011	CURLEY, TAVE	4.00
37247	09/08/2010	CURLEY, TJ	2.00
38043	09/15/2010	DALE, BECKY	15.00
905195	01/31/2012	DALY, VINCENT J.	17.55
412636	07/05/2011	DAY, TOM	16.12
904565	11/15/2011	DEINES, TAMARA L.	14.78
38050	09/15/2010	DOTY, ETHAN	18.00
38319	09/17/2010	DOTY, ETHAN	24.50
39765	09/29/2011	DOWNEY, NATHAN	13.00
39363	09/21/2011	DOWNEY, NICOLE	8.00
39766	09/29/2011	DOWNEY, NICOLE	12.00
905539	04/12/2012	DUNN, MATTHEW T.	17.55
904784	12/27/2011	DUNNING, JERRY	13.11
38834	09/15/2011	DUPEA, DAVID	4.00
37255	09/08/2010	EASTMAN, LARILYN	3.00
39146	09/20/2011	EASTMAN, LARILYN	24.00
37256	09/08/2010	EASTMAN, TAYLOR	4.00
39147	09/20/2011	EASTMAN, TAYLOR	4.00
37257	09/08/2010	EATMAN, BLAKE	2.00
905065	01/13/2012	EATON, DUSTY	14.78
905252	02/15/2012	ECKERT, TERESA	14.78
414893	09/20/2011	EDAM'S TIRE & AUTOMOTIVE	15.00
413397	08/02/2011	EDELMAN, DEBORAH	17.55
905642	05/25/2012	EDWARDS V, CHESTER	13.67
37104	08/19/2010	EGAN, CHASE	6.00

37258	09/08/2010	ELK SHOULDER, WAKAJA	3.00
417547	01/17/2012	EXPRESS LIEN	0.75
39154	09/20/2011	FARMER, CHENILLE	3.00
904420	10/26/2011	FENTON, CAROL A.	17.55
37264	09/08/2010	FIREBEAR, SARAH	8.00
37267	09/08/2010	FOLEY, JASMINE	3.00
16768	10/04/2011	FOOS, RANDY	16.00
37268	09/08/2010	FOOTE, ANDREW	5.00
39156	09/20/2011	FOOTE, ANDREW	2.00
904102	08/30/2011	FOSSEN, MELISSA JO	17.55
37269	09/08/2010	FOWLER, IRENE	13.00
39008	09/15/2011	FRANK, ANDY	25.00
905138	01/30/2012	FRAZER, CLAIRE	13.11
39379	09/21/2011	FULTON, BRAYDEN	8.00
905348	03/16/2012	GARMAN, CECELIA H.	17.55
39046	09/16/2011	GILMORE, DENNIS	3.00
905779	06/14/2012	GJERDE, JEFFREY	80.00
39164	09/20/2011	GLENN, COURTNEY	4.00
37278	09/08/2010	GODBEY, CALEB	6.00
37473	09/08/2010	GODINEZ, GONZOLO	3.00
904280	09/29/2011	GOLIGOSKI, PAUL R.	14.22
39166	09/20/2011	GOOD LUCK JR., EVERDEAN	2.00
904743	11/30/2011	GRAVES, SEAN	10.00
417027	12/20/2011	GUFFEY, DARYL	34.42
905599	05/24/2012	GURNEY, JANET I	12.00
905143	01/30/2012	HAMILTON, JAMES R.	12.00
37284	09/08/2010	HAMMOND, TAMERA	2.00
39047	09/16/2011	HANSON, MCKENNA	11.00
16443	08/26/2010	HARDY, SHANNON	8.00
37288	09/08/2010	HARMON, JAYNA	7.00
413846	08/16/2011	HEIKEN, MITCH	50.00
413035	07/22/2011	HEITZMAN, NIKKI	100.00
39172	09/20/2011	HENNING, DAVID	2.00
903297	03/22/2011	HERDEN, CARL WILLIAM	27.30
38668	09/12/2011	HERMAN, CORTNEY	17.00
904017	08/26/2011	HOFFMAN, PAUL JAY	15.33
413545	08/09/2011	HOLM, JEANNE	100.00
37294	09/08/2010	HOPFERSPERGER, WILLIAM	4.00
904582	11/15/2011	HOUSER, LLOYD	14.78
37298	09/08/2010	JENNAWAY, JACK	4.00
905469	03/29/2012	JENSEN, TARA M.	16.44
37299	09/08/2010	JOHNSON, ANDREW	7.00
38113	09/15/2010	JOHNSON, BRENDON	8.00
39414	09/21/2011	JOHNSON, BRENDON	16.00
37300	09/08/2010	JOHNSON, JENNA	3.00
37301	09/08/2010	JOHNSON, JOEL	2.00
37302	09/08/2010	JOHNSON, JORDAN	4.00
904711	11/29/2011	JOHNSON, SUZANNE ELIZABETH	13.67
37303	09/08/2010	JOHNSON, THOMAS	3.00
37572	09/08/2010	JONES, CHRISTINE	10.00
38398	09/17/2010	KADING, CALVIN	13.00

39175	09/20/2011	KANAZIN, YEKATERINA	129.00
904157	09/27/2011	KAUTZ, SUSAN	36.42
37308	09/08/2010	KAVRAN, MORGAN	3.00
37623	09/08/2010	KERN, DAWN	10.00
904712	11/29/2011	KESLER, JOHN HAROLD	17.55
417482	01/10/2012	KETOLA, JESSICA	18.88
905697	05/29/2012	KIEDROWSKI, JOSEPH RYAN	25.32
37310	09/08/2010	KILLSBACK, JACE	6.00
39177	09/20/2011	KILLSNIGHT, STEPHAN	2.00
39179	09/20/2011	KILLSONTOP JR., BRYCE	2.00
39178	09/20/2011	KILLSONTOP, ARYAS	4.00
37312	09/08/2010	KING, PATRICIA	3.00
37313	09/08/2010	KING, SHELBY	3.00
904231	09/28/2011	KLEIN, TODD J.	24.21
37315	09/08/2010	KLINE, EMERSON	7.00
38955	09/15/2011	KNOCK, CAL	4.00
37475	09/08/2010	KOHN, ALEXA	8.00
37476	09/08/2010	KOHN, CARLO	5.00
37477	09/08/2010	KOHN, SPENCER	5.00
905886	06/28/2012	KOSMANN, KEVIN M	17.55
904805	12/27/2011	KOTRC, MARK	21.99
414525	09/06/2011	KRUEGER, MARIANNE	26.65
38959	09/15/2011	LANDRIE, DEBRA	11.00
38632	09/12/2011	LANGHUS, GENE & MARY	62.00
38633	09/12/2011	LANGHUS-HARGIS, KARIN	10.00
37480	09/08/2010	LARANCE, JALEN	3.00
38137	09/15/2010	LARSEN, JOSIE	14.00
38422	09/17/2010	LARSEN, JOSIE	10.00
904527	10/31/2011	LARVIE, MISTY DAWN	163.85
39187	09/20/2011	LEE, BOBBY	50.00
904294	09/29/2011	LEHM, DONNA F.	28.65
905890	06/28/2012	LESNIK, RACHEL CHRISTINE	16.44
37481	09/08/2010	LIEUALLAN, JASMINE	4.00
39188	09/20/2011	LIMBERHAND, BLAINE	14.00
39189	09/20/2011	LIMPY, GENE	4.00
39191	09/20/2011	LITTLE SOLDIER, SHOTAYA	4.00
37484	09/08/2010	LITTLE SUN, RHEANNA	5.00
16747	09/15/2011	LOPEZ, ANNE	16.00
37331	09/08/2010	LOPEZ, HELEN	7.00
38881	09/15/2011	MATHESON, DENISE	2.00
39199	09/20/2011	MAUCH, PIPER	3.00
905482	03/29/2012	MCCOY, RICKY	15.33
39203	09/20/2011	MCMANUS, IRA	3.00
904114	08/30/2011	MEHLHAFF, LINDA J.	14.22
37339	09/08/2010	MILLER, SETH	3.00
16741	09/15/2011	MIYASLATO, ANNIE	16.00
39027	09/15/2011	MONTGOMERY, ARIANNA	5.00
39210	09/20/2011	MOORE, DEMI	2.00
38452	09/17/2010	MORAN, CHASE	3.00
37340	09/08/2010	MORRISON, ORRIE	2.00
38168	09/15/2010	MURPHY, LORAN	16.00

37485	09/08/2010	NANCE, MADISON	6.00
904115	08/30/2011	NEIBAUER, JOSHUA J.	23.10
37343	09/08/2010	NEISS, HAVEN	10.00
39919	09/29/2011	NELSON, GUNNAR	16.00
37346	09/08/2010	NORDSTOG, NIKLAS	4.00
37348	09/08/2010	OLISZCZAK, TRISTAN	3.00
37350	09/08/2010	OLSEN, ELLIOT	2.00
39031	09/15/2011	OLSEN, HAILEY	5.00
904817	12/27/2011	OSTERMILLER, JAMICE L.	16.44
904437	10/26/2011	OULDHOUSE, JAMES	15.89
415477	10/18/2011	PACIFIC SOTHEBYS INTERNATIONAL REALTY	4.50
39607	09/23/2011	PAPKA, JENNIFER	5.00
39218	09/20/2011	PARKER, DEVINE	3.00
905614	05/24/2012	PARSONS, ELAINE	15.33
905666	05/25/2012	PARSONS, JOSHUA	12.00
39220	09/20/2011	PATRICK, JESSIE	50.00
37359	09/08/2010	PEKOVICH, TIERNEY	40.00
37360	09/08/2010	PEKOVICH, TYSON	16.00
413182	07/22/2011	PETERSON, ARTHA	13.67
905838	06/26/2012	PHILLIPS, ASHLEY KAY	12.00
37361	09/08/2010	PINE, MITCH	2.00
37362	09/08/2010	PINE, TATYANA	15.00
39232	09/20/2011	PONYAH, CAMILLE	2.00
39233	09/20/2011	PONYAH, EVAN	4.00
37365	09/08/2010	PONYAH, GRACE	4.00
39234	09/20/2011	PONYAH, GRACE	7.00
37366	09/08/2010	PONYAH, KELLY	3.00
39235	09/20/2011	PONYAH, KELLY	2.00
39936	09/29/2011	RADER, KENDRA	31.00
38903	09/15/2011	RASCO, WAYNE	3.00
37876	09/09/2010	RATCLIFF, MARK D.	4.00
38981	09/15/2011	RATCLIFF, MARK D.	2.00
39239	09/20/2011	RED STAR, RASHAUN	3.00
904311	09/29/2011	REDMAN, DEEANN FRANCES	16.44
39942	09/29/2011	REKDAL, ALAINA	4.00
39944	09/29/2011	RHOADS, TATE	10.00
37372	09/08/2010	RIDGE BEAR, JOHN	2.00
37374	09/08/2010	RISING SUN, AIDEN	4.00
39244	09/20/2011	RISING SUN, AIDEN	2.00
37375	09/08/2010	ROAN, KELCIE	4.00
37377	09/08/2010	ROBINSON, KYLE	4.00
37379	09/08/2010	ROMAN NOSE, JARON	2.00
39247	09/20/2011	ROMAN NOSE, JARON	10.00
37587	09/08/2010	ROSS, STACEY	10.00
37380	09/08/2010	ROUND STONE, JEFFERY	4.00
37381	09/08/2010	ROUNDSTONE, REUBEN	4.00
39950	09/29/2011	RUCKMAN, CLAIRE	4.00
40008	09/29/2011	RUCKMAN, KYLEE	8.00
39248	09/20/2011	RUSSELL, ANGEL	3.00
37382	09/08/2010	RUSSELL, DESTINY	2.00
37383	09/08/2010	RUSSELL, IVOREE	4.00

39250	09/20/2011	RUSSELL, JADA	4.00
37384	09/08/2010	RUSSELL, JALEN	2.00
37385	09/08/2010	RUSSELL, LASHANTAE	16.00
39251	09/20/2011	RUSSELL, LASHAWNTI	4.00
37386	09/08/2010	RUSSELL, PEYTON	3.00
39090	09/20/2011	SAGE HOME SCHOOL CO-OP	4.00
905564	04/12/2012	SANFORD, LORI	15.33
38491	09/17/2010	SCHUMAN, GREELEY	4.00
418042	02/07/2012	SCHUTZ FOSS ARCHITECTS	757.50
413365	07/26/2011	SCHUTZ, SHANE	250.00
903980	07/29/2011	SEDER, GARY	12.00
905902	06/28/2012	SEILSTAD, STEPHEN	14.78
39255	09/20/2011	SEQUI, TYRESTON	2.00
37884	09/09/2010	SLOAN, JENNIFER	3.00
37494	09/08/2010	SMITH, GRACE	6.00
37638	09/08/2010	SMITH, MELISSA D.	10.00
905624	05/24/2012	SMITH, NATHANIEL	17.55
38201	09/15/2010	SNOW, ANNE	6.00
904544	10/31/2011	SOMMERS, DARRIN ALEXANDER	20.88
37500	09/08/2010	SPANG, RICHIE	3.00
37501	09/08/2010	SPANG, SUNTAYA	4.00
37938	09/14/2010	SPINT, DIANA	17.00
39263	09/20/2011	SPOTTED, CLAY	4.00
905524	03/30/2012	SQUIER, ANTHONY JAKE	12.00
37502	09/08/2010	ST. JOHN, JUSTIN	4.00
38509	09/17/2010	STALCUP, JACOB	18.00
904828	12/27/2011	STANTON, NOEL	15.33
38511	09/17/2010	STEIGER, KYLE	18.00
39266	09/20/2011	STOPS PRETTY PLACES, COURTNEY	11.00
39267	09/20/2011	STOTTLER, ZACH	3.00
37810	09/09/2010	SUTHERLAND, SHELLY	3.00
39073	09/16/2011	SUTTON, JACQUELINE	4.00
37508	09/08/2010	SWANK, CASSIUS	2.00
39272	09/20/2011	SWANK, DALLEN	12.00
904317	09/29/2011	TERRY, MARY L.	15.33
39275	09/20/2011	THREE FINGERS, JASMINE	3.00
37643	09/08/2010	TILLER, WAYNE	10.00
39547	09/21/2011	TOMMERUP, ARIELLE	4.00
39278	09/20/2011	TWO MOONS, CHRIS	5.00
39284	09/20/2011	VALLEE, CENTORI	4.00
37520	09/08/2010	VANCE, BON	6.00
39285	09/20/2011	VANCE, BON	8.00
37521	09/08/2010	VANCE, CHRIS	10.00
905914	06/28/2012	VIALPANDO, BROOKLYN	10.00
37523	09/08/2010	WALKSALONG, JOHNEE	8.00
37524	09/08/2010	WALLOWING BULL, JAEDA	3.00
39042	09/15/2011	WATSON, CELESTE	10.00
905394	03/16/2012	WEIS, DANIEL JOE	17.55
37530	09/08/2010	WEISS, ROSIE	6.00
37532	09/08/2010	WESTWOOD, CHARLES	2.00
37533	09/08/2010	WESTWOOD, JUSTIN	4.00

37537	09/08/2010	WHITE DIRT, CRYSTAL	6.00
37538	09/08/2010	WHITE DIRT, JACOBY	2.00
37539	09/08/2010	WHITE DIRT, KEYONNA	7.00
37536	09/08/2010	WHITE, TELERA	4.00
39291	09/20/2011	WHITE, TELERA	7.00
39293	09/20/2011	WHITEWOLF, MAX	2.00
37541	09/08/2010	WHITEWOLF, PADENA	4.00
39294	09/20/2011	WHITEWOLF, PADENA	3.00
905804	06/14/2012	WILBER, SHERRY R.	18.66
905856	06/26/2012	WILLIAMS LUDVIGSON, JENNY	30.55
417643	01/17/2012	WOMBOLT, TIM	12.22
905329	02/27/2012	WOOD, JOSHUA T.	17.55
40063	09/29/2011	WRANGLERS, TETON	30.00
38234	09/15/2010	YAGER, MOLLY	4.00
38545	09/17/2010	YAGER, MOLLY	16.00
39692	09/29/2011	YELLOWSTONE 4-H SR TEAM I	10.00
			<hr/>
			4,769.16
			<hr/>



**B.O.C.C. Regular**

Agenda Item 3. b.

**Meeting Date:** 06/16/2020**Title:** Recommendation of Award - MetraPark Grandstands Demolition-  
Shumaker Trucking & Excavation**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

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**TOPIC:**

Recommendation of Award of the MetraPark Grandstand Demolition to Shumaker Trucking & Excavation Contractors, Inc.

**BACKGROUND:**

A Request for Bids was released on May 15th, 2020 for the Demolition of the Grandstands at MetraPark. Bids were due by Monday June 8th and were opened and read aloud on the June 9th, 2020 Yellowstone County Commissioners Board meeting. There were 5 bids received with Shumaker Trucking & Excavation submitting the lowest bid of \$689,000 for the Grandstand demolition and \$10,000.00 for Alternative #1, removal of the concrete barrier on the east side of the Grandstands. Bids were referred to Committee for recommendation. The Committee individually reviewed all bids and conducted a phone conference call on June 10<sup>th</sup>, 2020 with representatives of Shumaker. The Committee makes a unanimous recommendation that Shumaker Trucking & Excavation be awarded the project including Alternative #1.

**RECOMMENDED ACTION:**

Approve the Recommendation and Award the Project to Shumaker Trucking & Excavation.

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**Attachments**

Grandstand C-510 Notice of Award

Grandstand Recommendation of Award

Grandstand Demo Bid Tally

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## NOTICE OF AWARD

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Date of Issuance:

Owner: Yellowstone County, Montana      Owner's Contract No.:  
Engineer: Cushing Terrell      Engineer's Project No.: METGRAND\_DEMO  
Project: METRAPARK GRANDSTAND      Contract Name:  
DEMOLITION  
Bidder: Shumaker Trucking & Excavating Contractors Inc  
Bidder's Address: P.O. Box 1279  
Great Falls, MT 59403

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated June 8, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

METRAPARK GRANDSTAND DEMOLITION (INCLUDING ALTERNATE A)  
*[describe Work, alternates, or sections of Work awarded]*

The Contract Price of the awarded Contract is: \$ 699,000.00 *[note if subject to unit prices, or cost-plus]*

4 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 4 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

**Owner:**

Authorized Signature

By: Denis Pitman Donald Jones

Title: Yellowstone County Commission Chair

Authorized Signature

By: John Ostlund

Title: Yellowstone County Commissioner

Authorized Signature

By: Donald Jones

Title: Yellowstone County Commissioner

Copy: Engineer

June 10<sup>th</sup>, 2020

### **Recommendation of Award**

#### **MetraPark Grandstand Demolition**

A Request for Bids was released on May 15th, 2020 for the Demolition of the Grandstands at MetraPark. Bids were due by Monday June 8th and were opened and read aloud on the June 9th, 2020 Yellowstone County Commissioners Board meeting. There were 5 bids received with Shumaker Trucking & Excavation submitting the lowest bid of \$689,000 for the Grandstand demolition and \$10,000.00 for Alternative #1, removal of the concrete barrier on the east side of the Grandstands. Bids were referred to Committee for recommendation. The Committee individually reviewed all bids and conducted a phone conference call on June 10<sup>th</sup>, 2020 with representatives of Shumaker. The Committee makes a unanimous recommendation that Shumaker Trucking & Excavation be awarded the project including Alternative #1.

## YELLOWSTONE COUNTY BID TABULATION FORM

**Department: MetraPark**

**Date: 06-09-2020**

**Project: Demolition of the Grandstands at MetraPark**

Vendor Name	Bid Bond	Base Bid	Alternate A	Substantially Completion Date	
Shumaker Trucking & Excavating Contractors, Inc. PO Box 1279, Great Falls, MT 59403	X	\$689,000.00	\$10,000.00	11/30/2020	
KLE Construction, LLC 960 S 24 <sup>th</sup> St. W. Ste. H, Billings, MT 59101	X	\$969,000.00	\$18,000.00	10/31/2020	
Donnes, Inc. 5807 Frey Road, Shepherd, MT	X	\$1,285,000.00	No Bid	11/01/2020	
FirstMark Construction PO Box 80252, Billings, MT 59108	X	\$1,238,795.00	\$18,360.00	10/30/2020	
Elder Demolition, Inc. 6400 SE 10 <sup>th</sup> Ave., Ste. 201, Portland, OR 97266	X	\$923,084.00	\$1.00	10/30/2020	

Comment \_\_\_\_\_

**B.O.C.C. Regular**

Agenda Item 3. c.

**Meeting Date:** 06/16/2020

**Title:** Shumaker Trucking & Excavation Contractors, Inc.

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Agreement Between Yellowstone County and Shumaker Trucking and Excavation Contractors, Inc. for the Demolition of the Grandstands at MetraPark

**BACKGROUND:**

See Attached Agreement.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

Shumaker Trucking and Excavation Contractors, Inc.

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**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Yellowstone County Montana {"Owner"} and {"Contractor"}. Owner and Shumaker Trucking & Excavation Contractors, Inc. Contractor hereby agree as follows:

**ARTICLE 1 - WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2-THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **MetraPark Grandstand Demolition**

**ARTICLE 3 - ENGINEER**

- 3.1 The Project has been designed by Cushing Terrell
- 3.2 The Owner has retained Cushing Terrell ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

- 4.1 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.2 *Contract Times: Dates*
- A. The Work will be substantially completed on or before November 30, 2020 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 15<sup>th</sup>, 2020.
- 4.3 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 250.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$699,000.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

#### ARTICLE 6 – PAYMENT PROCEDURES

##### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. The OWNER shall retain 5% of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and



- b. Retainage will be 5% of the cost of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ~~100%~~ percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- C. OWNER shall withhold 1% of the payment and remits that amount to the Department of Revenue in accordance with Section 15-50-205, MCA

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of maximum rate allowed by law at the place of the project.

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 65, inclusive).
  - 5. Supplementary Conditions (pages 1 to 8, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings (not attached but incorporated by reference) consisting of 4 sheets with each sheet bearing the following general title: METRAPARK GRANDSTAND DEMOLITION.
  - 8. Addenda (numbers 1 to 2, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 9, inclusive).
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## 10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 12/1/2024 (which is the Effective Date of the Contract).

OWNER:

Yellowstone County, Montana

By:

Title: Denis Pitman, Commission Chair

By:

Title: John Ostlund, Commissioner

By:

Title: Donald Jones, Commissioner

Attest:

Title:

CONTRACTOR:

## Shumaker Trucking and Excavating

By:

Title: Joseph G. Aline, Sec./Treas.

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

Title: ✓ Jim Harpole, Project Manager

Address for giving notices:

Shumaker Trucking & Excavating Contractors, Inc.

P.O. Box 1279

Great Falls, MT 59403-1279

License No.: 5199

Address for giving notices:

**B.O.C.C. Regular**

Agenda Item 3. d.

**Meeting Date:** 06/16/2020

**Title:** COVID-19 Expenditure Tracking Thru 5/31/20

**Submitted By:** Anna Ullom, Accountant

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**TOPIC:**

COVID-19 Expenditure Tracking thru 5/31/20, Local Government Entity Certification Form

**BACKGROUND:**

COVID-19

**RECOMMENDED ACTION:**

File.

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**Attachments**

LGE Cert Form

Rev & Exp Tracking

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MONTANA  
DEPARTMENT OF  
ADMINISTRATION

State Financial Services Division  
Steve Bullock, Governor  
John Lewis, Director

## Local Government Entity (LGE) Certification Form

For reimbursement provided to local governments by the Governor's Coronavirus Relief Fund (the Fund) contained in the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and assistance through the Federal Emergency Management (FEMA) Public Assistance (PA) grant program.

REIMBURSEMENT REQUEST FOR COSTS INCURRED FROM MARCH 1, 2020 THROUGH MAY 31, 2020

ALL FIELDS ARE REQUIRED

<b>Local Government Entity (LGE) Information</b>			
Name <b>County of Yellowstone</b>			
Address <b>PO Box 35003</b>	City <b>Billings</b>	State <b>MT</b>	Zip <b>59107</b>
<b>Federal Employer Identification Number (FEIN)</b>			
<b>81-6001449</b>			
<b>Contact Information for Reimbursement Request</b>			
Last Name <b>Jones</b>		First Name <b>Jennifer</b>	
Address <b>PO Box 35003</b>	City <b>Billings</b>	State <b>MT</b>	Zip <b>59107</b>
Phone <b>406-256-2816</b>		Email <b>jjones@co.yellowstone.mt.gov</b>	
<b>Certification</b>			
<input checked="" type="checkbox"/> I/we hereby certify that to my/our knowledge the LGE named above has not received reimbursement for the attached incurred costs from any federal funding source. (We recognize this application may include FEMA-eligible costs.)			
<input checked="" type="checkbox"/> I/we hereby certify that the attached information is true, complete, and accurate to the best of my/our knowledge and belief.			

THIS FORM REQUIRES SIGNATURES FROM ONE OR MORE MEMBERS OF THE GOVERNING BODY

Signature

**Denis Pitman**

Name

**Chair**

Title

**June 8, 2020**

Date

Signature

**Donald W. Jones**

Name

**Member**

Title

**June 8, 2020**

Date

Signature

**John Ostlund**

Name

**Member**

Title

**June 8, 2020**

Date

Expenditures through 5/31/20								
Obj Code	PO Number	PO Date	Amount	Orig. Dept	Item Purchased	Revenue Source	FEMA Reimb Category/ Line	#
398	546120	5/19/2020	\$ 6,948.49	DES	COVID Staffing - Salvation Army	FEMA	Payroll -temp hire Additional EOC/EMPs	1
112	2260 Payroll	Salaries	\$ 5,934.38	Pay for 4/22, 5/7, 5/22		FEMA	Payroll -temp hire Additional EOC/EMPs	1
120	2260 Payroll	Overtime	\$ 455.63	Pay for 4/22, 5/7, 5/22		FEMA	Payroll -temp hire Additional EOC/EMPs	1
141	2260 Payroll	SUTA	\$ 9.59	Pay for 4/22, 5/7, 5/22		FEMA	Payroll -temp hire Additional EOC/EMPs	1
142	2260 Payroll	Work Comp	\$ 13.72	Pay for 4/22, 5/7, 5/22		FEMA	Payroll -temp hire Additional EOC/EMPs	1
144	2260 Payroll	FICA/Medicare	\$ 488.83	Pay for 4/22, 5/7, 5/22		FEMA	Payroll -temp hire Additional EOC/EMPs	1
398	Temp Pay	Salvation Army	\$ 1,525.80	Pay for 4/14-4/19	Site Manager - Volunteers	FEMA	Payroll -temp hire Additional EOC/EMPs	1
398	Temp Pay	Salvation Army	\$ 890.05	Pay for 4/20-4/26	Site Manager - Volunteers	FEMA	Payroll -temp hire Additional EOC/EMPs	1
398	Temp Pay	Salvation Army	\$ 50.86	Pay for 4/27-5/3	Site Manager - Volunteers	FEMA	Payroll -temp hire Additional EOC/EMPs	1
111	Exist.Staff-Pay		\$ 106.18	Linda Oberg, 3/15-3/21		FEMA	Existing Staff OT EOC/EPM	2
111	Exist.Staff-Pay		\$ 159.27	Linda Oberg, 3/22-3/28		FEMA	Existing Staff OT EOC/EPM	2
111	Exist.Staff-Pay		\$ 318.53	Linda Oberg, 3/29-4/4		FEMA	Existing Staff OT EOC/EPM	2
111	Exist.Staff-Pay		\$ 230.05	Linda Oberg, 4/5-4/11		FEMA	Existing Staff OT EOC/EPM	2
111	Exist.Staff-Pay		\$ 238.90	Linda Oberg, 4/12-4/18		FEMA	Existing Staff OT EOC/EPM	2
111	Exist.Staff-Pay		\$ 97.33	Linda Oberg, 4/19-4/25		FEMA	Existing Staff OT EOC/EPM	2
111	Exist.Staff-Pay		\$ 17.70	Linda Oberg, 4/26-5/2		FEMA	Existing Staff OT EOC/EPM	2
111	Dep. -Regular	Salaries	\$ 451,269.96	Sheriff - Deputies	Payroll 3/16-5/31/20	FEMA	Existing Staff OT EOC/EPM	2
120	Dep. -Regular	OT	\$ 29,307.99	Sheriff - Deputies	Payroll 3/16-5/31/20	FEMA	Existing Staff OT EOC/EPM	2
141	Dep. -Regular	SUTA	\$ 720.89	Sheriff - Deputies	Payroll 3/16-5/31/20	FEMA	Existing Staff OT EOC/EPM	2
142	Dep. -Regular	Work Comp	\$ 10,383.90	Sheriff - Deputies	Payroll 3/16-5/31/20	FEMA	Existing Staff OT EOC/EPM	2
143	Dep. -Regular	Health Ins/HSA	\$ 79,372.03	Sheriff - Deputies	Payroll 3/16-5/31/20	FEMA	Existing Staff OT EOC/EPM	2
144	Dep. -Regular	FICA/Medicare	\$ 35,523.84	Sheriff - Deputies	Payroll 3/16-5/31/20	FEMA	Existing Staff OT EOC/EPM	2
146	Dep. -Regular	SRS	\$ 63,027.75	Sheriff - Deputies	Payroll 3/16-5/31/20	FEMA	Existing Staff OT EOC/EPM	2
147	Dep. -Regular	LTD	\$ 1,276.24	Sheriff - Deputies	Payroll 3/16-5/31/20	FEMA	Existing Staff OT EOC/EPM	2
153	Dep. -Regular	Life Insurance	\$ 1,138.27	Sheriff - Deputies	Payroll 3/16-5/31/20	FEMA	Existing Staff OT EOC/EPM	2
111	Det -Regular	Salaries	\$ 737,572.43	Detention Pay 3/16-5/31/20 (excl. ESL & COVID OT below)		FEMA	Existing Staff OT EOC/EPM	2
120	Det -Regular	OT	\$ 82,895.21	Detention Pay 3/16-5/31/20 (excl. ESL & COVID OT below)		FEMA	Existing Staff OT EOC/EPM	2
141	Det -Regular	SUTA	\$ 1,236.14	Detention Pay 3/16-5/31/20 (excl. ESL & COVID OT below)		FEMA	Existing Staff OT EOC/EPM	2
142	Det -Regular	Work Comp	\$ 17,639.26	Detention Pay 3/16-5/31/20 (excl. ESL & COVID OT below)		FEMA	Existing Staff OT EOC/EPM	2
143	Det -Regular	Health Ins/HSA	\$ 173,444.93	Detention Pay 3/16-5/31/20 (excl. ESL & COVID OT below)		FEMA	Existing Staff OT EOC/EPM	2
144	Det -Regular	FICA/Medicare	\$ 61,364.09	Detention Pay 3/16-5/31/20 (excl. ESL & COVID OT below)		FEMA	Existing Staff OT EOC/EPM	2
146	Det -Regular	SRS	\$ 105,138.19	Detention Pay 3/16-5/31/20 (excl. ESL & COVID OT below)		FEMA	Existing Staff OT EOC/EPM	2
147	Det -Regular	LTD	\$ 2,133.74	Detention Pay 3/16-5/31/20 (excl. ESL & COVID OT below)		FEMA	Existing Staff OT EOC/EPM	2
153	Det -Regular	Life Insurance	\$ 2,264.71	Detention Pay 3/16-5/31/20 (excl. ESL & COVID OT below)		FEMA	Existing Staff OT EOC/EPM	2
156	Det -Regular	PERS	\$ 1,951.69	Detention Pay 3/16-5/31/20 (excl. ESL & COVID OT below)		FEMA	Existing Staff OT EOC/EPM	2
111	OT - COVID	Salaries	\$ 1,828.80	Detention Overtime due to COVID		FEMA	Existing Staff OT EOC/EPM	2
141	OT - COVID	SUTA	\$ 2.77	Detention Overtime due to COVID		FEMA	Existing Staff OT EOC/EPM	2
142	OT - COVID	Work Comp	\$ 8.71	Detention Overtime due to COVID		FEMA	Existing Staff OT EOC/EPM	2
143	OT - COVID	Health Ins	\$ 2,094.53	Detention Overtime due to COVID		FEMA	Existing Staff OT EOC/EPM	2
144	OT - COVID	FICA/Medicare	\$ 120.64	Detention Overtime due to COVID		FEMA	Existing Staff OT EOC/EPM	2
146	OT - COVID	SRS	\$ 243.98	Detention Overtime due to COVID		FEMA	Existing Staff OT EOC/EPM	2
147	OT - COVID	LTD	\$ 0.33	Detention Overtime due to COVID		FEMA	Existing Staff OT EOC/EPM	2
220	545636	4/28/2020	\$ 662.26	Sheriff	Hand Sanitizer	FEMA	Cleaning/Disin - medical supplies and commodities	8
398	544919	3/30/2020	\$ 4,648.70	Metra	Starplex cleaning (3/17-3/20)	FEMA	Cleaning/Disinfecting Addtl Staff	9
398	546119	5/19/2020	\$ 1,200.00	DES	Starplex Cleaning (4/20-4/27)	FEMA	Cleaning/Disinfecting Addtl Staff	9
220	544825	3/24/2020	\$ 23.80	YSC	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	544887	3/30/2020	\$ 688.14	Metra	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	544950	3/30/2020	\$ 47.70	Road	Antiseptic Spray	CARES	Cleaning/Disin - decontamination equip	10
220	544959	3/30/2020	\$ 53.42	YSC	Clean. Supplies/ Therm. Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	544995	3/30/2020	\$ 24.08	Metra	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545048	4/7/2020	\$ 149.74	Metra	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545051	4/7/2020	\$ 15.35	Metra	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10



Obj Code	PO Number	PO Date	Amount	Orig. Dept	Item Purchased	Revenue Source	FEMA Reimb Category/ Line	#
220	545184	4/7/2020	\$ 120.53	Metra	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545212	4/14/2020	\$ 29.99	Finance	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545252	4/14/2020	\$ 29.99	Treasurer	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545253	4/14/2020	\$ 29.99	Attorney	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545254	4/14/2020	\$ 17.58	HR	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545297	4/14/2020	\$ 23.25	C&R	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545299	4/14/2020	\$ 29.99	Extension	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545300	4/14/2020	\$ 29.99	Treasurer	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545301	4/14/2020	\$ 17.58	IT	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545316	4/14/2020	\$ 216.76	Metra	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545323	4/14/2020	\$ 29.99	Metra	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545341	4/14/2020	\$ 17.58	PW	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545374	4/14/2020	\$ 265.98	DES	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545381	4/14/2020	\$ 29.99	Auditing	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545404	4/14/2020	\$ 24.88	Elections	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545477	4/21/2020	\$ 89.96	Metra	Shop Vac Cleaning Parts	CARES	Cleaning/Disin - decontamination equip	10
220	545484	4/21/2020	\$ 14.98	Sheriff	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545508	4/21/2020	\$ 124.80	JC	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545623	4/28/2020	\$ 79.40	Auditing	Cleaning Supplies - var. depts	CARES	Cleaning/Disin - decontamination equip	10
220	545663	4/28/2020	\$ 3.94	YSC	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545690	4/28/2020	\$ 71.60	Attorney	Hand Sanitizer	CARES	Cleaning/Disin - decontamination equip	10
220	545699	4/28/2020	\$ 8.98	BOCC	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545732	5/5/2020	\$ 6.78	JC	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	545802	5/5/2020	\$ 24.14	YSC	Bleach	CARES	Cleaning/Disin - decontamination equip	10
220	545817	5/5/2020	\$ 9.92	YSC	Bleach	CARES	Cleaning/Disin - decontamination equip	10
220	545855	5/12/2020	\$ 52.53	C&R	Wipes/Gloves	CARES	Cleaning/Disin - decontamination equip	10
220	545865	5/12/2020	\$ 71.40	YSC	Thermometer wipes	CARES	Cleaning/Disin - decontamination equip	10
220	545953	5/12/2020	\$ 79.00	JC	Disinfectant	CARES	Cleaning/Disin - decontamination equip	10
220	546067	5/19/2020	\$ 320.00	BOCC	Hand Sanitizer	CARES	Cleaning/Disin - decontamination equip	10
220	546072	5/19/2020	\$ 42.50	Metra	Spray Bottles	CARES	Cleaning/Disin - decontamination equip	10
220	546150	5/19/2020	\$ 111.60	Metra	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	546160	5/19/2020	\$ 523.20	PW	Cleaning Supplies	CARES	Cleaning/Disin - decontamination equip	10
220	546170	5/19/2020	\$ 35.38	HR	Wipes	CARES	Cleaning/Disin - decontamination equip	10
220	546171	5/19/2020	\$ 6.15	Auditing	Disinfectant	CARES	Cleaning/Disin - decontamination equip	10
220	546214	5/19/2020	\$ 45.54	JC	Wipes/Gloves	CARES	Cleaning/Disin - decontamination equip	10
220	546240	5/26/2020	\$ 25.59	JC	Wipes/Spray bottle	CARES	Cleaning/Disin - decontamination equip	10
220	546334	5/26/2020	\$ 61.00	Elections	Wipes	CARES	Cleaning/Disin - decontamination equip	10
220	544956	3/30/2020	\$ 1,867.00	Sheriff	Gloves	FEMA	PPE - EMS & LE/FIRST RESPONDERS	22
220	545458	4/28/2020	\$ 18.97	Facilities	Jail - Sandpaper for Printed Masks	FEMA	PPE - EMS & LE/FIRST RESPONDERS	22
220	545813	5/5/2020	\$ 285.00	Sheriff	safety glasses - jail COVID	FEMA	PPE - EMS & LE/FIRST RESPONDERS	22
220	545815	5/5/2020	\$ 400.00	Sheriff	Rubico Dental - face masks	FEMA	PPE - EMS & LE/FIRST RESPONDERS	22
220	544860	3/24/2020	\$ 68.95	C&R	Gloves	CARES	PPE - non-EMS and LE employees	23
220	545035	4/7/2020	\$ 401.47	Metra	Mask Filters	CARES	PPE - non-EMS and LE employees	23
490	545087	4/7/2020	\$ 875.00	Finance	3D Mask Filters	CARES	PPE - non-EMS and LE employees	23
220	545123	4/7/2020	\$ 31.96	Auditing	Gloves	CARES	PPE - non-EMS and LE employees	23
220	545189	4/7/2020	\$ 770.00	DES	Gloves	CARES	PPE - non-EMS and LE employees	23
220	545254	4/14/2020	\$ 69.93	HR	Gloves	CARES	PPE - non-EMS and LE employees	23
220	545258	4/14/2020	\$ 4.99	YSC	Gloves	CARES	PPE - non-EMS and LE employees	23
220	545300	4/14/2020	\$ 17.63	Treasurer	Gloves	CARES	PPE - non-EMS and LE employees	23
220	545404	4/14/2020	\$ 14.01	Elections	Gloves	CARES	PPE - non-EMS and LE employees	23
220	545517	4/21/2020	\$ 16.43	DES	Ziploc bags for Printed Masks	CARES	PPE - non-EMS and LE employees	23
220	545635	4/28/2020	\$ 7.64	Elections	Gloves	CARES	PPE - non-EMS and LE employees	23
220	545666	4/28/2020	\$ 450.00	Metra	Masks	CARES	PPE - non-EMS and LE employees	23



Obj Code	PO Number	PO Date	Amount	Orig. Dept	Item Purchased	Revenue Source	FEMA Reimb Category/ Line	#
490	545707	5/5/2020	\$ 2,412.59	Finance	3D Printing Supplies	CARES	PPE - non-EMS and LE employees	23
220	545707	5/5/2020	\$ 12.48	Finance	Paper Bags for completed masks	CARES	PPE - non-EMS and LE employees	23
220	545735	5/5/2020	\$ 48.00	JC	Face masks	CARES	PPE - non-EMS and LE employees	23
220	545779	5/5/2020	\$ 211.79	DES	Masks	CARES	PPE - non-EMS and LE employees	23
220	545825	5/5/2020	\$ 62.73	Facilities	MASK SUPPLIES	CARES	PPE - non-EMS and LE employees	23
220	546172	5/19/2020	\$ 75.30	Elections	Gloves	CARES	PPE - non-EMS and LE employees	23
220	544958	3/30/2020	\$ 131.32	Sheriff	Infrared Therm.	FEMA	Social Distancing-equip for EPMs	28
220	545684	4/28/2020	\$ 98.95	Sheriff	Infrared Thermometer	FEMA	Social Distancing-equip for EPMs	28
220	545188	4/7/2020	\$ 339.64	Facilities	Plexi-Glass barriers	CARES	Social Dist - plexiglass at svc windows	29
362	545838	5/12/2020	\$ 981.88	Facilities	Plexi-Glass barriers	CARES	Social Dist - plexiglass at svc windows	29
220	544958	3/30/2020	\$ 200.00	Sheriff	Sanitizing Stands	CARES	Social Dist - hand wash stations/sanitizer in pub locations	31
490	545193	4/7/2020	\$ 1,400.00	Facilities	Hand Hygiene Stations	CARES	Social Dist - hand wash stations/sanitizer in pub locations	31
220	545860	5/12/2020	\$ 1,125.89	Facilities	Hand Sanitizer	CARES	Social Dist - hand wash stations/sanitizer in pub locations	31
220	545626	4/28/2020	\$ 5,042.63	Elections	BRM Return Affidavits	CARES	Social Dist - postage for addtl mailing exp	32
220	545281	4/14/2020	\$ 788.75	IT	Remote Meeting	CARES	Technology - remote comm systems/software	40
490	545468	5/12/2020	\$ 4,995.00	IT	License Support	CARES	Technology - remote comm systems/software	40
490	545707	5/5/2020	\$ 259.90	Finance	Zoom meeting	CARES	Technology - remote comm systems/software	40
220	546342	5/26/2020	\$ 40.57	JC	Printer ink for working remotely	CARES	Telework - supplies	45
398	546119	5/19/2020	\$ 3,360.00	DES	Starplex Security (4/20-4/26)	FEMA	Facility Security/screening - contract	50
398	546119	5/19/2020	\$ 3,360.00	DES	Starplex Security (4/27-5/3)	FEMA	Facility Security/screening - contract	50
490	545086	4/7/2020	\$ 1,641.00	DES	Tent, Lighting, Heat	FEMA	Temp Facilities - screening or alt care sites	51
220	545699	4/28/2020	\$ 399.96	BOCC	Canopies-Metra	FEMA	Temp Facilities - screening or alt care sites	51
220	546124	5/19/2020	\$ 355.00	DES	Pedestal Sinks @ Q&I Center	FEMA	Temp Facilities - screening or alt care sites	51
530	Inv#12077	5/3/2020	\$ 138,600.00	Metra	Montana Pavilion - 3/23-5/3/20	FEMA	Temp Facilities - screening or alt care sites	51
530	Inv#12080	5/29/2020	\$ 85,800.00	Metra	Montana Pavilion - 5/4-5/29/20	FEMA	Temp Facilities - screening or alt care sites	51
530	Inv#12076	5/3/2020	\$ 42,000.00	Metra	Sandstone Building - 3/23-5/3/20	FEMA	Temp Facilities - screening or alt care sites	51
530	Inv#12081	5/31/2020	\$ 28,000.00	Metra	Sandstone Building - 5/4-5/31/20	FEMA	Temp Facilities - screening or alt care sites	51
398	546295	5/19/2020	\$ 6,652.50	YCDF	BPS - GED Contract	CARES	Other - Contract Loss	54
220	545191	4/7/2020	\$ 42.39	DES	EOC -Office supplies	CARES	Other - EOC	55
223	545699	4/28/2020	\$ 74.56	BOCC	Food- EOC	CARES	Other - EOC	55
223	545779	5/5/2020	\$ 471.84	DES	Food-EOC	CARES	Other - EOC	55
220	545779	5/5/2020	\$ 634.08	DES	EOC -Hotel Quarantine	CARES	Other - EOC	55
530	545944	5/12/2020	\$ 90.00	Metra	Refund - Sweetened Apr-Jun Utilities	CARES	Other - Loss	56
111	Pre-ESL	Salaries	\$ 13,021.96	ESL Hours Paid for Detention EEs- 4/7	CARES	Other - Emergency Sick Leave	57	
141	Pre-ESL	SUTA	\$ 14.39	ESL Hours Paid for Detention EEs- 4/7	CARES	Other - Emergency Sick Leave	57	
142	Pre-ESL	Work Comp	\$ 209.38	ESL Hours Paid for Detention EEs- 4/7	CARES	Other - Emergency Sick Leave	57	
143	Pre-ESL	Health Ins	\$ 2,212.88	ESL Hours Paid for Detention EEs- 4/7	CARES	Other - Emergency Sick Leave	57	
144	Pre-ESL	FICA/Medicare	\$ 702.07	ESL Hours Paid for Detention EEs- 4/7	CARES	Other - Emergency Sick Leave	57	
146	Pre-ESL	SRS	\$ 1,200.04	ESL Hours Paid for Detention EEs- 4/7	CARES	Other - Emergency Sick Leave	57	
147	Pre-ESL	LTD	\$ 26.04	ESL Hours Paid for Detention EEs- 4/7	CARES	Other - Emergency Sick Leave	57	
153	Pre-ESL	Life Insurance	\$ 27.85	ESL Hours Paid for Detention EEs- 4/7	CARES	Other - Emergency Sick Leave	57	
156	Pre-ESL	PERS	\$ 35.79	ESL Hours Paid for Detention EEs- 4/7	CARES	Other - Emergency Sick Leave	57	
111	All ESL	Salaries	\$ 54,008.15	ESL Paid for Various EEs- 4/22, 5/7, 5/22	CARES	Other - Emergency Sick Leave	57	
141	All ESL	SUTA	\$ 81.02	ESL Paid for Various EEs- 4/22, 5/7, 5/22	CARES	Other - Emergency Sick Leave	57	
142	All ESL	Work Comp	\$ 710.93	ESL Paid for Various EEs- 4/22, 5/7, 5/22	CARES	Other - Emergency Sick Leave	57	
143	All ESL	Health Ins	\$ 14,821.81	ESL Paid for Various EEs- 4/22, 5/7, 5/22	CARES	Other - Emergency Sick Leave	57	
144	All ESL	FICA/Medicare	\$ 3,992.90	ESL Paid for Various EEs- 4/22, 5/7, 5/22	CARES	Other - Emergency Sick Leave	57	
146	All ESL	SRS	\$ 1,057.14	ESL Paid for Various EEs- 4/22, 5/7, 5/22	CARES	Other - Emergency Sick Leave	57	
147	All ESL	LTD	\$ 164.37	ESL Paid for Various EEs- 4/22, 5/7, 5/22	CARES	Other - Emergency Sick Leave	57	
153	All ESL	Life Insurance	\$ 171.81	ESL Paid for Various EEs- 4/22, 5/7, 5/22	CARES	Other - Emergency Sick Leave	57	
156	All ESL	PERS	\$ 3,983.70	ESL Paid for Various EEs- 4/22, 5/7, 5/22	CARES	Other - Emergency Sick Leave	57	
		Total Expend.	\$ 2,321,131.94					

Obj Code	PO Number	PO Date	Amount	Orig. Dept	Item Purchased	Revenue Source	FEMA Reimb Category/ Line	#
	111	\$1,258,869.26	Salaries		2260 - Expenditures	\$ (59,024.39)		
	112	\$5,934.38	Temp/Salaries		Starplex Security - no backup	\$ 753.00		
	120	\$112,658.83	Overtime		ESL Payroll - 4/22, 5/7, 5/22	\$ (78,991.83)		
	141	\$2,064.80	SUTA		ESL Detention Hours 4/7/20 payroll	\$ (17,450.40)		
	142	\$28,965.90	Work Comp		OT - Detention Officers	\$ (4,299.76)		
	143	\$271,946.18	Health Ins		Deputies/Detention Salaries 4/22-5/22	\$ (1,857,661.26)		
	144	\$102,192.37	FICA/Medicare		Salvation - Site Manager Volunteers	\$ (2,466.71)		
	146	\$170,667.10	SRS		L. Oberg FALS	\$ (1,167.96)		
	147	\$3,600.72	LTD		Montana Pavillion/ Sandstone Rent- Q&I	\$ (294,400.00)		
	153	\$3,602.64	Life Insurance		BPS - GED contract	\$ (6,652.50)		
	156	\$5,971.18	PERS		<b>Ending 2260 Cash Balance After Xfrs</b>	<b>\$ (2,321,361.81)</b>		
	220	\$18,420.41	Operating Supplies					
	223	\$546.40	Food					
	231	\$0.00	Gas/Oil/Grease					
	351	\$0.00	Medical Services					
	362	\$981.88	Maint & Repairs					
	370	\$0.00	Travel					
	398	\$28,636.40	Variable Contracts					
	490	\$11,583.49	Operating Materials		Total Expenditures	2,321,131.94		
	530	\$294,490.00	Rent/Lease		Remaining Expenditures	\$ -		
		\$2,321,131.94						
	LGE COVID-19 Reimb Form Line #	1	\$16,317.35					
		2	\$1,863,128.98					
		8	\$662.26					
		9	\$5,848.70					
		10	\$3,724.69					
	FEMA	22	\$2,570.97					
		23	\$5,550.90					
		28	\$230.27					
		29	\$1,321.52					
		31	\$2,725.89					
		32	\$5,042.63					
		40	\$6,043.65					
		45	\$40.57					
		50	\$6,720.00					
		51	\$296,795.96					
		54	\$6,652.50					
		55	\$1,222.87					
		56	\$90.00					
		57	\$96,442.23					
			\$2,321,131.94					

**B.O.C.C. Regular**

Agenda Item 4.

**Meeting Date:** 06/16/2020

**Title:** MetraPark Beautification Project Agreement with Sanderson Stewart

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Agreement with Sanderson Stewart for the MetraPark Entryway Beautification Project

**BACKGROUND:**

See attached agreement.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

MetraPark Beautification Project Contract with Sanderson Stewart

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## MetraPark Entryway Beautification Concept Design Contract

### Contract Services Agreement Between Yellowstone County and Sanderson Stewart

This agreement is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between Yellowstone County, MT (hereinafter called Owner) and Sanderson Stewart, Billings, MT (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

#### 1. Scope of Work

Contractor shall provide all services required to conduct the services and provide the final products as outlined in Exhibit A (attached).

#### 2. Contract Times

The Final Concepts for this project must be completed and in the possession of the Owner on or before March 2021 and in accordance with the schedule below. Should any additional work need to be performed, both parties prior to the work being completed must sign a written change order.

<b>PROJECT IMPLEMENTATION</b>	
Prepare draft deliverables	<b>January 2021</b>
Submit interim Request for Funds, Progress Report and draft deliverables	<b>January 2021</b>
Public review and comment	<b>February 2021</b>
Finalize deliverables	<b>March 2021</b>
<b>PROJECT CLOSE OUT</b>	
Submit final deliverables	<b>April 2021</b>
Submit final Request for Funds and Completion Report	<b>April 2021</b>

#### 3. Contract Price

The Owner will pay the Contractor monthly upon invoice based on a percentage of the work completed. Maximum price will not exceed \$60,000.

#### 4. Contractors Representation

- 4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.

- 4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- 4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

## 5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Owner's Request for Proposal dated February 25, 2020.
- 5.3 Contractor's proposal dated March 23, 2020.
- 5.4 Contractor's current Certificate of Insurance and Workers Compensation Coverage.

## 6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 Contractor agrees to indemnify and hold harmless the Owner against claims for injuries to person or damages to property occurred from or in connection with the Contractor's performance under the Agreement

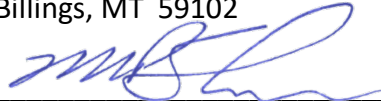
- 6.3 The Contractor agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor, or any of his (or her, or its) agents or employees as the agent, employee or representative of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana.
- 6.8 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
- 6.9 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.
- 6.10 SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The Contractor will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower income project area residents. Further, the Contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

OWNER:  
Yellowstone County  
Billings, MT 59101

CONTRACTOR:  
Sanderson Stewart  
Billings, MT 59102



\_\_\_\_\_  
Denis Pitman  
BOCC Chair

\_\_\_\_\_  
Michael Sanderson  
Principal

Attest:

\_\_\_\_\_  
Jeff Martin  
Clerk & Recorder

## EXHIBIT A

### SCOPE OF WORK

#### Task 1 - Project Initiation

We will begin the project by hosting a kickoff meeting with the Steering Committee to refine the scope. During the meeting we will accomplish the following:

- Review a draft Project Work Plan which outlines a draft scope of work, milestones, project schedule, communication protocol, team members, and deliverables.
- Review a draft Public Involvement Plan that outlines specific approaches to engaging the community and stakeholders.
- Coordinate transfer of available GIS and digital data to develop a comprehensive basemap for the study area.
- Clarify project goals and objectives.

#### Deliverables:

- Meeting minutes
- Stakeholder list
- Public involvement plan

#### Expected meetings:

- Kickoff meeting (1)
- Bi-Weekly conference calls

#### Task 2 - Project Inventory and Analysis

Before a vision can be established, we must first understand the site, the people, and the motivators behind the ongoing operation of MetraPark. Our process includes an initial stakeholder interview session to identify the opportunities and constraints of the site. This will articulate the mission and vision for the concept design. Documentation of the site is also a critical component and will involve developing a basemap, conducting field work, and photographing the site.

- We will conduct a site visit and field work to document and analyze the existing site, landscape, buildings and structures, and features and amenities. Specific elements we will document include:
  - Existing buildings or structures
  - Gateways and fencing



- Landscaping
  - Roadways and walkways
  - Drainage systems
  - Wayfinding and signage
  - Security features
  - Site furnishings
- The design team will collect and review existing documents, past studies, and other associated plans. Relevant documents as outlined in the RFP include:
    - 2009 EBURD Master Plan
    - 2013 Billings Exposition Gateway Concept Plan
    - 2013 Hospitality Corridor Planning Study
    - 2013 Metra Egress Improvement Plan
    - 2014 Billings Long-Term Transportation Plan
    - 2016 Billings Bikeway and Trail Master Plan
    - Long Range Planning at MetraPark
    - Montana Department of Transportation Plans:
      - Airport Road and Main Street Project
      - I-90 and Yellowstone River Project
    - Exposition Drive and 1<sup>st</sup> Avenue Project
  - A basemap will be developed using available relevant data that is necessary for creating a strategic plan and conceptual plan, such as:
    - GIS, site survey, plat, maps, or aerial photographs
    - Existing maintenance plan
    - Existing utilities and infrastructure
  - The design team will interview key stakeholders, as identified by the Steering Committee, either by telephone or during a day-long, on-site session. The interviews will help develop a list of opportunities and constraints.
  - Following the stakeholder interviews and after compiling comments, we will hold an initial public meeting to educate the public about the mission and goals of project and elicit public comments on existing conditions and community concerns. We will develop meeting minutes incorporating public comments.

Deliverables:

- Meeting minutes

- Basemap
- Site inventory and analysis maps/narrative
- Summary of opportunities and constraints
- Summary of relevant information from existing documents and studies

Expected meetings:

- Site visit/field work (1/2 to 1 day)
- Stakeholder interviews (1/2 to 1 day)
- Public open house
- Bi-Weekly conference calls

### **Task 3 - Planning Workshop and Open House**

Sanderson Stewart will coordinate and lead a stakeholder workshop and a public open house to develop a framework for the design concepts. The purpose of these interactive sessions is to listen to all opinions concerning the future potential improvements, maintenance, funding, and marketing. As these ideas are tested, we will begin developing preferred approaches to the beautification of MetraPark.

- The stakeholder workshop will be preceded by one in person meeting with the Steering Committee to identify the desired outcome of the workshop and the workshop attendees. We will coordinate with the Steering Committee to identify an appropriate place and time for the workshop. An invitation letter will be created announcing the workshop and its intent. The Steering Committee will be responsible for sending the invitations.
- Sanderson Stewart will lead a 1-day interactive workshop with all stakeholders. A preliminary idea of the workshop process is below.

Begin with a group tour of the grounds and discuss issues and opportunities. Following the tour, participants will be guided through a series of interactive discussions that will provoke creative thinking about the possibilities for the future of the MetraPark perimeter landscape, streetscape, circulation, and other amenities. The group will develop refined program ideas, lists of goals and objectives, and the desired site, landscape, and amenity characteristics. The best ideas will be identified and discussed.

Sanderson Stewart will prepare workshop materials, such as:

- Base maps
- Preliminary ideas and examples for improvements to infrastructure, landscape, site features, streetscape, etc.

- Following the stakeholder planning workshop, a second public open house will be held to provide a project update, present results of the stakeholder workshop, and to seek feedback and comments from the public on proposed design strategies. We will also provide opportunities for the community to recommend how these strategies should be prioritized. Comments from the public meeting will be collected and documented.

Deliverables:

- Meeting minutes
- Refined program statement, goals and objectives
- Summary of workshop and open house findings

Expected Meetings:

- Pre-workshop planning meeting (1)
- Planning workshop (1 day)
- Public open house (1)
- Bi-Weekly conference calls

#### **Task 4 - Preliminary Concepts Development**

- Sanderson Stewart will prepare 3-4 preliminary concepts for the beautification of the perimeter of MetraPark. The concept plans will be illustrative plan drawings and preliminary sections, elevations, or perspective renderings.
- Preliminary opinion of probable costs will be developed for all capital improvements. A prioritization matrix and ranking system may be used to help assess concept alternatives.
- The concept designs will be presented to the Steering Committee for feedback.
- Following the presentation to the Steering Committee, the concept strategies, designs, and recommendations will be presented at an open house meeting where community members and stakeholders are welcome to provide comment for consideration by the Steering Committee and the design team. All comments will be documented and incorporated into the final document. Sanderson Stewart will provide appropriate presentation materials for the open house, including boards, illustrations, comment cards, etc.

Deliverables:

- Meeting minutes
- 3-4 concept designs
- Preliminary opinions of probable cost

- Summary of public open house comments

Expected meetings:

- Steering Committee presentation (1)
- Public open house (1)
- Bi-Weekly conference calls

## **Task 5 Final Concept Development and Report**

The final part of the design process is developing a road map for implementation. This includes prioritizing activities, understanding future funding mechanisms, and attributing costs associated with improvements. The final document will be a narrative document, organized in an easy-to-read format, and supported by graphics, photos, and renderings. An executive summary will be included that summarizes the findings.

- The products and ideas generated during the workshop and open house will be refined and assembled into a draft report that fully describes the planning process and outcomes and provides 3-4 conceptual plans for the beautification project. The report may include, but is not limited to:
  - Summary of research and existing reports and studies
  - Opportunities and constraints evaluation of the existing facilities, prepared both graphically and in narrative form
  - Detailed plan view renderings, sections, elevations, and perspective renderings of each concept
  - Plan narrative describing the design intent each concept
  - Preliminary specifications
  - Opinions of probable cost
  - Maintenance recommendations
  - Marketing strategy and potential funding sources
  - Implementation priority recommendations
- The draft report will be provided to the Steering Committee for review and comment. The design team will meet with the Steering Committee to review comments and suggestions.
- A final report will be prepared incorporating comments and suggestions from the Steering Committee.
- We will make a presentation of the finalized concepts to the:

- MetraPark Advisory Board
- Yellowstone County Board of County Commissioners
- A final public open house will be held to present the final design concepts to the community.

Deliverables:

- Presentation materials
- Draft report delivered as a .pdf file (delivered via email)
- Final report
  - Compact disk or flash drive with a .pdf file of the final report and digital images of graphics suitable for PowerPoint (1)
  - Bound hard copies (15)

Expected Meetings:

- Review meeting with Steering Committee (1)
- Presentation of final concept plans to MetraPark Advisory Board (1)
- Presentation of final concept plans to Yellowstone County Board of County Commissioners (1)
- Public open house to present final concept plans (1)
- Bi-Weekly conference calls

**B.O.C.C. Regular**

Agenda Item 5. a.

**Meeting Date:** 06/16/2020

**Title:** MDT Speed Limit Recommendation Huntley Concurrence Letter

**Submitted For:** Tim Miller, Public Works Director

**Submitted By:** Tim Miller, Public Works Director

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**TOPIC:**

MDT Speed Limit Recommendation Huntley Concurrence Letter

**BACKGROUND:**

Yellowstone County requested MDT to conduct a speed study on HWY 312 from Nahmis Ave to Northern Ave the recommendation from MDT after the study was to leave the posted speed limit as it is currently posted but place additional signage for the east bound traffic.

**RECOMMENDED ACTION:**

Concur with MDT's recommendation

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**Attachments**

MDT Safety Study

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# *Yellowstone County*

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**COMMISSIONERS**  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
[commission@co.yellowstone.mt.gov](mailto:commission@co.yellowstone.mt.gov)

Mr. Zach Kirkemo PE, PTOE  
MDT Billings Traffic Engineer

The Yellowstone County Commissioners have reviewed the information gathered by Speed Zone Study – Old US 312 (X-56788/P-264) near Huntley Mt. The county commissioners concur with MDT's recommendation not to change the speed limit at this time. The county commissioners also support the additional signage to help with compliance of the existing speed limit in this area.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

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Denis Pitman, Chair

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Donald W. Jones, Member

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John Ostlund, Member

BOCC/

cc: Rod Nelson, MDT District Administrator, PO Box 20437, Billings, MT 59104  
Stan Brelin, PE – Traffic Operations Engineer  
Tricia Burke, PE – Traffic Safety Engineer  
Tim Miller, Road and Bridge Director, Yellowstone County

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**B.O.C.C. Regular**

Agenda Item 5. b.

**Meeting Date:** 06/16/2020

**Title:** Contract for Interstate Eng. Becraft - Westgate Intersection

**Submitted For:** Tim Miller, Public Works Director

**Submitted By:** Tim Miller, Public Works Director

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**TOPIC:**

Contract for Interstate Engineering Becraft - Westgate Intersection Study

**BACKGROUND:**

Contract with Interstate Engineering to study the intersection of Becraft and Westgate Intesection and provide recomendations to accommodate increased traffic and saftey improvements.

**RECOMMENDED ACTION:**

Approve contract

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**Attachments**

Contracts

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## **Standard Form of Agreement between Owner and Engineer on the Basis of A Stipulated Price**

This agreement is dated as of the \_\_\_\_\_ of June 2020, by and between Yellowstone County, Montana (hereinafter called Owner), and Interstate Engineering Billings, Montana (hereinafter called Engineer).

Owner and Engineer, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Engineer shall complete the engineering services as specified in their proposal dated May 18<sup>th</sup>, 2020. A detailed Scope of Work is included in their proposal.

Should any additional work need to be performed, both parties prior to the work being completed must sign a written change order.

2. Project completion date

Project will be completed by August 28<sup>th</sup>, 2020

3. Contract Price

Owner shall pay the Engineer a total not to exceed \$10,200.00 upon completion and acceptance of the project by the Owner. Any change orders for the project must be approved in writing by the County prior to the work being started.

4. Engineers Representation

4.1 Engineer has examined and reviewed the Contract Documents and other related paperwork.

4.2 Engineer has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3 Engineer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.4 Engineer has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Engineer, consist of the following:

- 5.1 This Agreement.
- 5.2 Engineer's proposal
- 5.3 Engineer's current Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 The successful bidder (herein after Engineer), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Engineers negligence while performing any work or service and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Engineer or/and subcontractors. Engineer shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Engineer, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Engineer shall name on the Certificate of liability insurance Yellowstone County, as additional insured for on-site work. In addition, Engineer will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County, are named as an additional insured under the Engineers

insurance policy.

Engineer agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Engineer agrees to defend, indemnify and hold harmless Yellowstone County from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Engineers negligence. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Engineer. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

- 6.3 Engineer is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Engineer and Engineer's employees. Engineer is not, nor is Engineer's workers, employees of Yellowstone County. Workers Compensation insurance, or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Engineer each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Engineer must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Engineer agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Engineer's performance under the Agreement.
- 6.9 In the event of litigation between Engineer and the County, the Prevailing party shall be entitled to reimbursement of Court costs and

Reasonable Attorney fees by the non-prevailing party.

- 7.0 The Engineer must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Engineer subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Engineer agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 Termination

This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this Agreement.

IN WITNESS WHEREOF, OWNER and Engineer have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and Engineer. All portions of the Contract Documents have been signed, initialed or identified by OWNER and Engineer.

This Agreement will be effective June \_\_\_\_\_, 2020

OWNER:  
Yellowstone County  
Billings, MT 59107

\_\_\_\_\_  
Denis Pitman  
BOCC Chair

Engineer:  
Interstate Engineering  
Billings, Mt 59102

  
Authorized Signature

Attest:  
Jeff Martin  
\_\_\_\_\_  
Clerk & Recorder

**B.O.C.C. Regular**

Agenda Item 5. c.

**Meeting Date:** 06/16/2020

**Title:** Recommendation for Asphalt Bid

**Submitted For:** Tim Miller, Public Works Director

**Submitted By:** Tim Miller, Public Works Director

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**TOPIC:**

Recommendation of Award to Knife River - Billings for the 2020-2021 Asphalt Bid

**BACKGROUND:**

Recommendation for Asphalt bid prices for the 2020 - 2021 fiscal year

**RECOMMENDED ACTION:**

Award the bid to the low bid submitted by Knife River

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**Attachments**

Bid

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**INVITATION TO BID  
YELLOWSTONE COUNTY, MONTANA  
ASPHALTIC MIX FOR 2020 – 2021**

Yellowstone County will receive sealed bids for the provision of plant mix asphalt paving material on a cost per ton basis for the 2020 – 2021 paving season for the County Road and Bridge Department per the enclosed specifications until 5:00 p.m. June 8<sup>th</sup>, 2020. Bids must be submitted to the Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or delivered to their office, 3<sup>rd</sup> Floor Room 3101- Stillwater Building, 316 North 26th Street Billings Mt. Envelopes containing bids must be marked 'Bid for Asphaltic Mix' in the lower right hand corner.

All bids received will be time and date stamped. The time and date stamped on each bid must indicate that it was received no later than 5:00 p.m. June 8<sup>th</sup>, 2020. All timely bids received will be opened and read aloud at 9:30 a.m. June 9<sup>th</sup>, 2020 in the Commissioners Board Room, 3<sup>rd</sup> Floor -Room 3108, Stillwater Building, located at 316 North 26<sup>th</sup> Street. All bids received that are time and date stamped later than 5:00 p.m. June 8<sup>th</sup>, 2020 will not be opened.

Each bid shall be accompanied by a bid security made in favor of Yellowstone County in an amount equal to ten percent (10%) of the total bid, based on 7,000 tons of B-Modified mix using PG 64-22 asphalt cement and 5,000 tons of B-Modified mix using PG 70-28 asphalt cement or both the B-Modified mix and 150 tons of MC-250 cold mix if bidding both. The security may consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or saving and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds (original only, copies not acceptable) executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of bid security. The security of the unsuccessful bidders will be returned as soon as possible. The security of the successful bidder will be returned at the time the contract is signed and satisfactory insurance coverage is furnished.

All the Montana State Laws pertaining to Resident Bidders, both State and County will be adhered to if applicable.

All contractors and subcontractors performing work pertaining to the construction, reconstruction, or improvement of any public road and their appurtenances awarded by a public agency, including federal, state, county, municipal or other political subdivision, must obtain a Special Fuel Users permit from the Montana Department of Transportation. The bidder's permit number must appear on the Bid Sheet.

## **INSURANCE REQUIREMENTS**

Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/Public Works, as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County/Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this project at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

Contractor shall name on the Certificate of liability insurance Yellowstone County/Public Works, as additional insured throughout the project. In addition, Contractor will furnish to Yellowstone County/Public Works a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/Public Works, are named as an additional insured under the Contractors insurance policy for this project. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County/Public Works, from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this project. And for which Yellowstone County/Public Works, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County/Public Works, is liable for any damages by reason of a non-delegable duty.

## **WORKERS COMPENSATION**

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period of the project.

No proposal will be considered unless accompanied by a bid security as defined, payable without condition to the County, as a guaranty that the bidder, if awarded the contract, will within fifteen days execute the contract and will furnish proof of sufficient insurance coverage during performance of the same. On failure of the successful bidder to execute the contract and/or furnish said statutory insurance coverage, he shall forfeit the amount of the bid security to the County as liquidated damages for advertisement of the bids.

The effective date for delivery of material will begin either July 1, 2020 or at the time the successful bidder executes a contract, whichever is later, and will terminate June 30, 2021.



## SPECIFICATIONS

Requirements will call for a minimum of 7,000 tons of B-Modified plant mix material using PG 64-22 asphalt cement and 5,000 tons of B-Modified plant mix material using PG 70-28 asphalt cement and approximately 150 tons of MC-250 cold mix material to be provided to Yellowstone County beginning July 1, 2020 and terminating June 30, 2021. Please list a separate price for each mix. The cold mix will be furnished during the off-season.

### **Type B-Modified Asphaltic Concrete Surfacing.**

Contractors will be required to furnish a high-density hot plant mix asphalt surface course in accordance with the requirements of Section 02510 of the current edition of the MPWSS and the "City of Billings Standard Modifications to the Montana Public Works Standard Specifications" Section 02510, part 2, as specified below.

4. **Type B-Modified Asphaltic Concrete Surfacing:** Where designated, place a high density hot plant mix asphalt surface course in accordance with the requirements on this Section, and as specified below.

- a. Grading requirements for surface course aggregate shall be as follows:

<u>Sieve Size</u>	<u>% Passing Type B-Modified</u>	<u>Job Mix Tolerance</u>
¾" (19mm)	100	-
½" (12.7mm)	82-95	+/- 7
3/8" (9.5mm)	70-90	+/- 7
No. 4	45-65	+/- 6
No. 10	32-45	+/- 6
No. 40	15-25	+/- 5
No. 80	8-16	+/- 2
No. 200	4-8	+/- 2
Asphalt Cement	4.0-6.5 %	

- b. Provide crushed aggregate with at least 75% of the aggregate retained on the No. 4 sieve having at least two mechanically fractured faces. When two fractures are contiguous, the angle between the fracture planes shall be at least 30 degrees to count as two fractured faces.
- c. All Type B-Modified asphaltic concrete surfacing shall meet the following Marshall Design criteria as determined by ASTM D1559:

Number of Blows per Face	75
Stability, Minimum	1500 lbs. (6,700N)
Flow, 0.10 in. (2.5 mm)	8-16
Percent Air Voids	3-5
Percent Air Void Filled with Bitumen	65-75

## **ASPHALT MATERIAL**

Asphalt Cement  
Asphalt Cement

PG 64-22  
PG 70-28

### **GENERAL**

B-Modified plant mix shall be composed of mineral aggregate and asphalt furnished by the contractor shall conform to the "City of Billings Standard Modifications to the Montana Public Works Standard Specifications" Section 02510, part 2.

### **TESTING**

Quality control test for compliance with the Specifications will be performed by the County or its designated representative at the County's expense, except tests that fail shall be charged back to the Contractor and deducted from his earnings.

### **SPECIAL NOTICE**

The quantities shown on the Proposal are used to establish unit prices, which the County will pay for the asphalt. They are not intended to indicate the actual total amounts to be purchased. The County will determine the best bid by considering the unit price per ton of the material and the County's hauling cost from the Contractor's plant site to the project location. The County retains the right to split the awarding of the bid between contractors that submit bids to best meet our needs.

Material will be processed as needed and be supplied on demand during the standard workweek over the 2020 – 2021 construction season. The County will endeavor to notify the Contractor in advance of the anticipated asphalt needs for each day or week so a workable supply schedule can be met.

The Contractor will provide the necessary equipment and labor to load the finished product at the plant site. Yellowstone County will provide the necessary trucks to haul the finished material from the plant site to the job site. At a minimum the contractor shall be able to provide material Monday through Thursday, 7:00 a.m. to 4:30 p.m. Expanded hours for hauling may be mutually agreed upon.

The finished plant mixed B-Modified material will be measured at the plant site by the ton of 2,000 pounds as called for in the above proposal. The material shall be weighed on scales furnished by, and at the expense of, the Contractor. The scales shall be inspected and certified by an approved agency. The County shall reserve the right to weigh any random load on public scales and any variation greater than two percent (2%) from the weight recorded on the Contractor's scale shall not be allowed and all material weights delivered to the County for that day's operation will be adjusted proportionally.

Payments for the quantities of asphalt material hauled by the County forces will be made to the supplier on a monthly schedule based on the price per ton as bid.

Bids shall show the price per ton for the finished B-Modified plant mix as stipulated above. The initial bid will be based on an estimate for 7,000 tons of asphalt using PG 64-22 asphalt cement and 5,000 tons of asphalt using PG 70-28 asphalt cement. The price per ton shall incorporate all operation costs for the mixing plant, including all labor, tools, incidentals, equipment, and oil and crushed aggregate necessary to produce the finished product at the plant site. Prices are also to include any loading costs. Bidders shall also specify the location of their plant site(s).

Contractors shall state availability of a lay down machine and crew to place asphalt on county roads. Availability of a lay down crew and machine will be considered as part of final bid package.

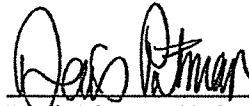
The contractor's attention is called to the Industrial Accident Insurance Laws in force in Montana and to all other existent wage, labor and civil rights laws of the State of Montana pertinent to the letting of contracts for work on public facilities.

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

The Board of County Commissioners reserves the right to reject any and all bids received, to waive informalities to evaluate bids submitted and to accept the bid that best serves the interests of Yellowstone County. Past vendor experience with the County may be considered in awarding contract for materials.

Done by order of the Board of County Commissioners of Yellowstone County, Montana, this 26<sup>th</sup> day of May, 2020.

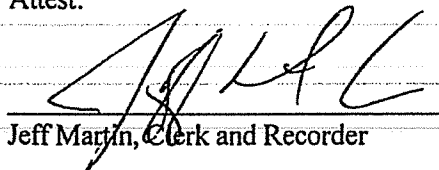
Board of County Commissioners  
Yellowstone County, Montana



Denis Pitman, Chairman

(Seal)

Attest:

  
Jeff Martin, Clerk and Recorder

**YELLOWSTONE COUNTY PUBLIC WORKS  
BID FOR ASPHALTIC MIX  
PRICE SHEET**

Please place this sheet in the front of your proposal.

Cost per ton for approximately 12,000 tons of B-Modified mix material; 7,000 tons using PG 64-22 asphalt cement and 5,000 tons using PG 70-28 asphalt cement.

Cost per ton for 7,000 tons using PG 64-22  
Cost per ton for 5,000 tons using PG 70-28

52.00 /ton  
63.00 /ton

Cost per ton for approximately 150 tons of  
MC-250 cold mix material

85.00 /ton

KNIFE RIVER

Company

P.O. BOX 80066

Mailing Address

N/A

Special Fuel Users Permit

6/3/20

Date

Authorized Representative

BILLINGS, MT 59108

City, State, Zip Code

406-651-2500

Phone Number



Please note the availability of the lay down machine and crew.

AVAILABLE WITH NOTICE

I acknowledge receiving the following addenda, if applicable.

#1.

Initials

Date

#2.

Initials

Date

## **CHECK LIST**

Please be sure you complete the following prior to submitting your bid.

1. Read and understand the specifications.
2. Make yourself familiar with any applicable state laws.
3. Ask and receive answers to any questions regarding the specifications.
4. Submit or deliver your Bid to the correct address by the time and date indicated on the Invitation for Bid.
5. Enclose your bid bond in one of the acceptable instruments.
6. Insert your price sheet as the first page in your submittal and your bid bond as the second page.

**B.O.C.C. Regular**

Agenda Item 5. d.

**Meeting Date:** 06/16/2020

**Title:** Contract for Overtime Enterprises Inc.

**Submitted By:** Tim Miller, Public Works Director

---

**TOPIC:**

Contract with Overtime Enterprises Inc.

**BACKGROUND:**

Contract with Overtime Enterprises for adding gravel to various roads in RSID 688 Eagle Bend of the Yellowstone Sub.

**RECOMMENDED ACTION:**

Approve the contract

---

**Attachments**

Contracts

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**Standard Form of Agreement between Owner  
and Contractor on the Basis of  
A Stipulated Price**

This agreement is dated as of the 10<sup>th</sup> day of June, by and between Yellowstone County, Montana (hereinafter called Owner), and Overtime Enterprises Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Contractor shall provide all labor and material as outlined in the Contractors Quote  
Dated 6-5- 2020.

2. Contract Term

June 12<sup>th</sup> ,2020 to July 30<sup>th</sup> ,2020

3. Contract Price

Owner shall pay the Contractor the amount listed in their Quote Sheet  
Dated 6-5-2020.

Option I \$20,900.00

Option II \$9.50 per lineal foot for 1000 feet.

Total contract price \$30,400.00

4. Contractors Representation

4.1 Contractor has examined and reviewed the Contract documents and other related paperwork.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 The Owner's Request for Quotes.
- 5.3 The Contractor's Quote Sheet dated 6-5-2020.
- 5.4 The Contractor's current Certificate of Insurance and Workers Compensation Coverage.

6 Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

- 6.2 The successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County / Public Works, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County / Public Works, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy



endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County / Public Works from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractor's negligence. And for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/ Public Works, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination

Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 Termination

This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this Agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective June 10<sup>th</sup>, 2020.

OWNER:

Yellowstone County  
Billings, MT 59101

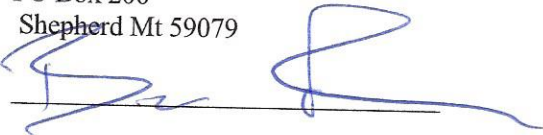
\_\_\_\_\_  
Denis Pitman  
BOCC Chair

Attest:

Jeff Martin  
\_\_\_\_\_  
Clerk & Recorder

CONTRACTOR:

Overtime Enterprises Inc.  
PO Box 206  
Shepherd Mt 59079



\_\_\_\_\_  
Authorized Representative

**B.O.C.C. Regular**

Agenda Item 6.

**Meeting Date:** 06/16/2020

**Title:** Contract with Billings Public Schools

**Submitted By:** Jeana Lervick, Chief Deputy Attorney Civil Division

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**TOPIC:**

Renewal Agreement between the Detention Facility and Billings Adult Education Center for GED Completion

**BACKGROUND:**

The Billings Public Schools Adult and Community Education department provides support to the YCDF to help adult learners. The attached contract is a renewal of existing contracts with the District to continue to provide these opportunities.

**RECOMMENDED ACTION:**

Approval

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**Attachments**

GED Contract

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## CONTRACT FOR SERVICES

07/01/20-06/30/21

This contract is between Yellowstone County Detention Facility (YCDF) and the Billings Adult Education Center of Billings Public Schools (BPS) and reflects the coordination of services for YCDF participants whose academic achievement requires prescriptive tutoring.

1. The Yellowstone County Detention Facility will:
  - a. Provide physical environment for classroom, i.e. classroom tables, chairs, desk, etc.
  - b. Provide request forms to inmates
  - c. Make referrals to education coordinator.
  - d. YCDF shall return materials to education coordinator for those inmates released and who may have had educational materials in their cells. If not returned, YCDF shall provide replacement.
2. The Adult Education Center will:
  - a. Provide necessary education services for students in the form of one full-time teacher, classroom computers, software, books, paper, pens pencils, etc.
  - b. Design program of study for each student
  - c. Escort students to and from classroom.
  - d. Provide enrollment list to YCDF as requested.
  - e. Provide on-site GED testing as scheduled twice per month with a minimum of four hours of testing per session.
  - f. Provide YCDF staff computer in-service as time permits and requested.
3. Student Protocol:
  - a. Incoming inmates informed of educational services available.
  - b. Inmate request form returned to education coordinator.

- c. Education coordinator consults with YCDF staff on appropriateness of inmate request.
- d. (Depending on class load) education coordinator makes inmate contact to discuss starting dates.
- e. Education coordinator enrolls and tests inmates.
- f. Education coordinator designs individual program based on test results and inmate needs.
- g. Education coordinator terminates inmates due to: lack of progress, failure to follow teacher instructions, or when there is a violation of classroom rules.
- h. Education coordinator provides enrollment forms, termination list, and an updated database to Adult Education Center and YCDF Administrator upon request.

Yellowstone County agrees to pay the Billings Adult Education Center four quarterly payments totaling \$62,037.00 during the contract period for the following service of a full-time teacher (187 days) according to the current BPS/BEA Negotiated Contract Provisions. Contract period shall be from July 1, 2020 through June 30, 2021.

IN WITNESS WHEREOF, the party sets their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Billings Adult Education Center

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
JAY LEMELIN, DIRECTOR

\_\_\_\_\_  
DENIS PITMAN, CHAIRMAN

ATTEST:

\_\_\_\_\_  
JOHN OSTLUND, Member

\_\_\_\_\_  
JEFF MARTIN, Clerk and Recorder

\_\_\_\_\_  
DONALD W. JONES, Member

**B.O.C.C. Regular**

Agenda Item 7.

**Meeting Date:** 06/16/2020

**Title:** Bond for Lost Warrant

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Bond for Lost Warrant

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

Bond for Lost Warrant

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## BOND FOR LOST WARRANT

On APRIL 8, 2019, Yellowstone County issued a warrant numbered 28538 to MATT LEWIS (Principal) in the amount of \$ 2051.21. The warrant was drawn in payment of tax code number C08694. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$ 2051.21 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 4102.42 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Signed this June day of 8, 2020.

Matt Lewis

Principal

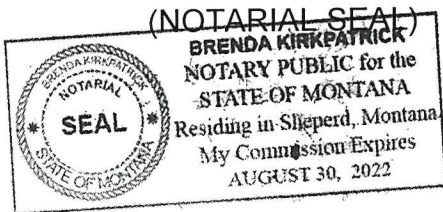
[Signature]

Principal

4305 Long Vista Dr  
Mailing Address for replacement check

Billings, MT 59106

SUBSCRIBED AND SWORN to before me this 8 day of June, 2020.



Brenda Kirkpatrick  
Notary public for the State of Montana  
Residing at Shepherd, MT  
My commission expires 08/30/2022

APPROVED:

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Date

Replaced with warrant # \_\_\_\_\_ (completed by County)

4/30/20

**B.O.C.C. Regular**

Agenda Item 8.

**Meeting Date:** 06/16/2020

**Title:** MBCC Grant

**Submitted By:** Tami Kelling

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**TOPIC:**

South Central Regional Grant Renewal for Juvenile Detention FY20-21 - Grant #  
06-L05-82070

**BACKGROUND:**

See attached

**RECOMMENDED ACTION:**

Approve

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**Attachments**

MBCC Regional Juvenile Detention Grant

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# Sub Grant Application Form

## Regional Juvenile Detention



### Montana Board of Crime Control

Email: [mbcc@mt.gov](mailto:mbcc@mt.gov)

Website Address: [www.mbcc.mt.gov](http://www.mbcc.mt.gov)

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*Alternative accessible formats of this document will be provided upon request. Persons requiring this material in another format in order to participate in the Request for Proposal process should contact the Montana Board of Crime Control, 5 South Last Chance Gulch; PO Box 201408; Helena, MT 59620-1408; Phone: 406-444-3604; Fax: 406-444-4722; Montana Relay: 711 or <https://dphhs.mt.gov/detd/mtap/mtapmtrelay/makeacall>.*

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# SUB GRANT APPLICATION

Montana Board of Crime Control

5 South Last Chance Gulch

P.O. Box 201408

Helena, MT 59620-1408

(406) 444-3604

PLEASE FILL OUT THIS FORM COMPLETELY BY CLICKING AND TYPING IN THE GRAY AREAS TO AVOID DELAYS IN PROCESSING THIS APPLICATION

## SECTION 1. FACE PAGE

**Applicant Agency: YELLOWSTONE COUNTY YOUTH SERVICES CENTER**

Address: 410 S. 26<sup>th</sup> St.

City Billings

State MT

Zip 59101

Phone 406-256-6825

County Yellowstone

Agency E-Mail vweber@co.yellowstone.mt.gov

Federal Employer or Payee Identification Number (FEIN): 81-6001449

Private Nonprofit (Check one):

☐

Yes (If yes, attach IRS Documentation)

☒

No

**Project Director Name: VALARIE WEBER, LCSW**

Title DIRECTOR

Address 410 S. 26<sup>th</sup> St

City Billings

State MT

Zip 59101

Phone 406-256-6825

County Yellowstone

E-Mail vweber@co.yellowstone.mt.gov

**Project Title: SOUTH CENTRAL REGIONAL DETENTION GRANT**

**Project Duration**

Date of Award:

07/01/2020

Month/Day/Year

Finish:

06/30/2021

Month/Day/Year

If a Continuation Grant, indicate previous MBCC grant number: 06-L05-82070

If previously funded, indicate the total number of months of support:

**Other State or Federal Support** (If using other state or federal support on this project, it must be identified and explained:

## SECTION 2. BUDGET REQUEST

### REGIONAL DETENTION TOTAL BUDGET

DETENTION SERVICE	COUNTY/PROGRAM NAME	A TOTAL BUDGET	MATCH %	B MBCC MATCH	C LOCAL MATCH
Secure	Yellowstone	1,821,560	50	115,305	1,706,255
<b>Subtotal</b>		1,821,560		115,305	1,706,255
Electronic Monitoring	Bighorn	400	75%	300	100
	Carbon	400	75%	300	100
	Fergus	6,480	75%	4,860	1,620
	Golden Valley	120	75%	90	30
	Judith Basin	480	75%	360	120
	Meagher	120	75%	90	30
	Musselshell	2,250	75%	1688	562
	Petroleum	240	75%	180	60
	Stillwater	400	75%	300	100
	Sweetgrass	130	75%	97	33
	Wheatland	120	75%	90	30
	Yellowstone	13,860	75%	10,395	3,465
<b>Subtotal</b>		25,000		18,750	6250
			0%		
			0%		
			0%		
			0%		
			0%		
<b>Subtotal</b>					
<b>TOTAL (all subtotals)</b>		1,846,560		134,055	1,712,505

### **SECTION 3 – INDIVIDUAL COUNTY SERVICE PROVIDER BUDGET NARRATIVE**

ON A SEPARATE PAGE (OR PAGES), PROVIDE THE FOLLOWING:

Explain the relationship between budgeted items listed on the service provider budget page and the detention service provided. Include information (data and criteria) as to how you arrived at budget estimates. Discuss these items by section and line item. For example, completely describe all activities in Section A, Secure Detention starting with the line item personnel (if used) and move to next applicable line item. If you have budgets in more than one section such as A. Secure Detention and B. Secure Detention Transportation, address each section separately. All costs associated with the transportation of juveniles to and from secure detention are to be budgeted in the secure detention transportation section only. Travel for other purposes such as staff attending training would go under travel for the applicable section. **Refer to application guidelines (SECTION 3) for specific items to consider for each budget line item.**

### **SECTION 4- REGIONAL PLAN FOR JUVENILE DETENTION**

ON A SEPARATE PAGE (OR PAGES), PROVIDE THE FOLLOWING:

Regional Detention Practices  
Local Detention Practices  
Sustainability Plan  
Regional Detention Administration

**Refer to application guidelines (SECTION 4) for specific items to address in your regional plan.**

## SECTION 5. SPECIAL ASSURANCES AND CONDITIONS

**Assurances of Compliance with Civil Rights Act of 1964:** Applicant will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations- Equal Treatment for Faith-Based Organizations).

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, then recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the MBCC. In accordance with federal civil rights laws, the applicant shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. Applicants are required to take reasonable steps to ensure meaningful access to their services to persons who, as a result of their national origin, are LEP. To help applicants understand and meet this obligation, the DOJ published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", which can be found at 67 Fed. Reg. 41455 (June 18, 2002) or at [www.lep.gov](http://www.lep.gov) (LEP Guidance).

**Non-supplanting Requirements:** Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds.

The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

**Audit Requirement:** Acceptance of this grant award requires the sub grantee organization or governmental entity to include this sub grant in the scope of their regularly scheduled annual or biennial audit. The audit must be conducted in accordance with the appropriate OMB Circular (A-128, A-133, A-102/Common Rule).

**Applicants Agreement:** It is understood and agreed by the applicant: that any grant received as a result of this application shall be subject to the Grant Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

- 1) Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations. Accepting other than the lowest bid requires prior approval of the Board of Crime Control;
- 2) The grant may be terminated in whole, or in part, by the Board of Crime Control at any time;
- 3) Appropriate grant records and accounts will be maintained and made available to the Montana Board of Crime Control, Office of the Legislative Auditor, or the Legislative Fiscal Analyst upon request;
- 4) The grantee shall assume the costs of improvements funded after a reasonable period of federal assistance;
- 5) If any agency other than the applicant is to contribute matching funds, that agency must document their contribution;
- 6) Any funds awarded under one sub grant cannot be used in another;
- 7) Expenditures for items not listed on the original budget are subject to refund and/or penalty. Variances from the approved sub grant will require an amendment approved in advance by the Board of Crime Control;
- 8) All applicants are subject to federal, state, and local laws and regulations;
- 9) The sub grantee shall not obligate any funds until sub grant is formally awarded by the Board of Crime Control; and
- 10) Draw down of funds is contingent upon submission of quarterly financial reports and quarterly progress reports.
- 11) When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
- 12) Rules 23.14.101 et seq. of the Administrative Rules of Montana.
- 13) The sub grantee agrees to comply with the National Environmental Policy Act (NEPA) and other related federal environmental impact requirements in the use of these grant funds either directly or indirectly by sub-contractors.
- 14) All adult, juvenile and collocated facilities securely detaining youth must enter the detention intake, detention hearing date and time, and releases into the new Juvenile Detention Data and Reporting System (JDDRS) within 24 hours of the event. Facilities transferring youth to a new secure facility must enter the transfer into JDDRS in sufficient time to ensure that the receiving facility can import the youth's record into their facility in JDDRS by the time that the youth arrives. Facilities that don't have access to the web based database should contact MBCC's IT Manager at phone: 406-444-3604 or email: [MBCC@mt.gov](mailto:MBCC@mt.gov) to arrange for the appropriate user names and passwords for JDDRS.

## SECTION 6. SIGNATURE PAGE

*The officials who certify this document to include Section 5: Special Assurances and Conditions, agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable. (Please refer to the Application Guidelines regarding signatures.)*

*A change in any of these positions requires submission of a new signature page with ALL signers.*

### Original Signatures are Required

#### A. Official Budget Representative (City/County Commissioner, Mayor, Department Head, or President of Board of Directors)

Name DENIS PITMAN

Title CHAIR, COUNTY COMMISSIONER

Address PO BOX 35000

City/State/Zip BILLINGS MT 59107

E-mail dpitman@co.yellowstone.mt.gov

Telephone 406-256-2701

Date

Signature

#### B. Project Director

Name VALARIE WEBER

Title DIRECTOR

Address 410 S. 26<sup>TH</sup> ST

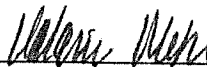
City/State/Zip BILLINGS MT 59101

E-mail vweber@co.yellowstone.mt.gov

Telephone 406-256-6825

Date

Signature



#### C. Financial Officer

Name KEVAN BRYAN

Title FINANCE DIRECTOR

Address PO BOX 35003

City/State/Zip BILLINGS MT 59107

E-mail kbryan@co.yellowstone.mt.gov

Telephone 406-256-2793

Date

Signature

# INDIVIDUAL COUNTY SERVICE PROVIDER BUDGET

(Include LOCAL and MBCC match in TOTAL BUDGET)

AGENCY: Yellowstone County\_\_\_\_\_

FY2020-2021

<b>A. SECURE DETENTION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	1,229,542
Fringe Benefits:	352,718
Total Personnel	1,582,260
CONTRACTED SERVICES:	1,200
Total Contracted Services	1,200
TRAVEL & PER DIEM:	3,100
EQUIPMENT:	
OPERATING EXPENSE:	235,000
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
	1,821,560
<b>B. SECURE DETENTION TRANSPORTATION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>C. NON-SECURE DETENTION (75% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>D. ELECTRONIC MONITORING (75% MATCH MBCC)</b>	
CONTRACTED SERVICES:	13,860
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
	13,860

## BUDGET NARRATIVE

### BIG HORN COUNTY

June 9, 2020

#### **ELECTRONIC MONITORING**

BIG HORN COUNTY TYPICALLY MAINTAINS TEN YOUTH ON ELECTRONIC MONITORING FOR AN AVERAGE OF 4 DAYS PER YOUTH, RESULTING IN 40 ELECTRONIC MONITORING SERVICE DAYS ANNUALLY.

AT A COST OF \$10.00 PER DAY, THE TOTAL ELECTRONIC MONITORING REQUEST IS \$400.00.



# INDIVIDUAL COUNTY SERVICE PROVIDER BUDGET

(Include LOCAL and MBCC match in TOTAL BUDGET)

AGENCY: BIGHORN COUNTY

FY 2020-2021

<b>A. SECURE DETENTION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
Total Personnel	
CONTRACTED SERVICES:	
Total Contracted Services	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>B. SECURE DETENTION TRANSPORTATION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>C. NON-SECURE DETENTION (75% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>D. ELECTRONIC MONITORING (75% MATCH MBCC)</b>	
CONTRACTED SERVICES:	400.00
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
	400.00

## BUDGET NARRATIVE

### CARBON COUNTY

June 9, 2020

#### **ELECTRONIC MONITORING**

CARBON COUNTY TYPICALLY MAINTAINS TEN YOUTH ON ELECTRONIC MONITORING FOR AN AVERAGE OF 4 DAYS PER YOUTH, RESULTING IN 40 ELECTRONIC MONITORING SERVICE DAYS ANNUALLY.

AT A COST OF \$10.00 PER DAY, THE TOTAL ELECTRONIC MONITORING REQUEST IS \$400.00.

# INDIVIDUAL COUNTY SERVICE PROVIDER BUDGET

(Include LOCAL and MBCC match in TOTAL BUDGET)

AGENCY: CARBON COUNTY

FY 2020-2021

<b>A. SECURE DETENTION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
Total Personnel	
CONTRACTED SERVICES:	
Total Contracted Services	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>B. SECURE DETENTION TRANSPORTATION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>C. NON-SECURE DETENTION (75% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>D. ELECTRONIC MONITORING (75% MATCH MBCC)</b>	
CONTRACTED SERVICES:	400.00
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
	400.00

## BUDGET NARRATIVE

### FERGUS COUNTY

June 9, 2020

### **ELECTRONIC MONITORING**

FERGUS COUNTY TYPICALLY MAINTAINS THREE YOUTH ON ELECTRONIC MONITORING FOR AN AVERAGE OF 15 DAYS PER YOUTH, RESULTING IN 540 ELECTRONIC MONITORING SERVICE DAYS ANNUALLY.

AT A COST OF \$12.00 PER DAY, THE TOTAL ELECTRONIC MONITORING REQUEST IS \$6480.00.

# INDIVIDUAL COUNTY SERVICE PROVIDER BUDGET

(Include LOCAL and MBCC match in TOTAL BUDGET)

AGENCY: FERGUS COUNTY

FY 2020-2021

<b>A. SECURE DETENTION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
Total Personnel	
CONTRACTED SERVICES:	
Total Contracted Services	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>B. SECURE DETENTION TRANSPORTATION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>C. NON-SECURE DETENTION (75% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>D. ELECTRONIC MONITORING (75% MATCH MBCC)</b>	
CONTRACTED SERVICES:	6,480.00
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
	6,480.00

BUDGET NARRATIVE  
GOLDEN VALLEY COUNTY

June 9, 2020

**ELECTRONIC MONITORING**

GOLDEN VALLEY COUNTY TYPICALLY MAINTAINS TWO YOUTH ON ELECTRONIC MONITORING FOR AN AVERAGE OF 4 DAYS PER YOUTH, RESULTING IN 8 ELECTRONIC MONITORING SERVICE DAYS ANNUALLY.

AT A COST OF \$15.00 PER DAY, THE TOTAL ELECTRONIC MONITORING REQUEST IS \$120.00.

# INDIVIDUAL COUNTY SERVICE PROVIDER BUDGET

(Include LOCAL and MBCC match in TOTAL BUDGET)

AGENCY: GOLDEN VALLEY COUNTY

FY 2020-2021

<b>A. SECURE DETENTION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
Total Personnel	
CONTRACTED SERVICES:	
Total Contracted Services	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>B. SECURE DETENTION TRANSPORTATION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>C. NON-SECURE DETENTION (75% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>D. ELECTRONIC MONITORING (75% MATCH MBCC)</b>	
CONTRACTED SERVICES:	120.00
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
	120.00

BUDGET NARRATIVE  
JUDITH BASIN COUNTY

June 9, 2020

**ELECTRONIC MONITORING**

JUDITH BASIN COUNTY TYPICALLY MAINTAINS ONE YOUTH ON ELECTRONIC MONITORING FOR AN AVERAGE OF 20 DAYS PER YOUTH, RESULTING IN 40 ELECTRONIC MONITORING SERVICE DAYS ANNUALLY.

AT A COST OF \$12.00 PER DAY, THE TOTAL ELECTRONIC MONITORING REQUEST IS \$480.00.



# INDIVIDUAL COUNTY SERVICE PROVIDER BUDGET

(Include LOCAL and MBCC match in TOTAL BUDGET)

AGENCY: JUDITH BASIN COUNTY

FY 2020-2021

<b>A. SECURE DETENTION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
Total Personnel	
CONTRACTED SERVICES:	
Total Contracted Services	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>B. SECURE DETENTION TRANSPORTATION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>C. NON-SECURE DETENTION (75% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>D. ELECTRONIC MONITORING (75% MATCH MBCC)</b>	
CONTRACTED SERVICES:	480.00
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b> 480.00

BUDGET NARRATIVE

MEAGHER COUNTY

June 9, 2020

**ELECTRONIC MONITORING**

MEAGHER COUNTY TYPICALLY MAINTAINS TWO YOUTH ON ELECTRONIC MONITORING FOR AN AVERAGE OF 4 DAYS PER YOUTH, RESULTING IN 8 ELECTRONIC MONITORING SERVICE DAYS ANNUALLY.

AT A COST OF \$15.00 PER DAY, THE TOTAL ELECTRONIC MONITORING REQUEST IS \$120.00.

# INDIVIDUAL COUNTY SERVICE PROVIDER BUDGET

(Include LOCAL and MBCC match in TOTAL BUDGET)

AGENCY: MEAGHER COUNTY

FY 2020-2021

<b>A. SECURE DETENTION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
Total Personnel	
CONTRACTED SERVICES:	
Total Contracted Services	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>B. SECURE DETENTION TRANSPORTATION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>C. NON-SECURE DETENTION (75% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>D. ELECTRONIC MONITORING (75% MATCH MBCC)</b>	
CONTRACTED SERVICES:	120.00
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
	120.00

BUDGET NARRATIVE  
MUSSELSHELL COUNTY

June 9, 2020

**ELECTRONIC MONITORING**

MUSSELSHELL COUNTY TYPICALLY MAINTAINS FIVE YOUTH ON ELECTRONIC MONITORING FOR AN AVERAGE OF 30 DAYS PER YOUTH, RESULTING IN 150 ELECTRONIC MONITORING SERVICE DAYS ANNUALLY.

AT A COST OF \$15.00 PER DAY, THE TOTAL ELECTRONIC MONITORING REQUEST IS \$2250.00.

# INDIVIDUAL COUNTY SERVICE PROVIDER BUDGET

(Include LOCAL and MBCC match in TOTAL BUDGET)

AGENCY: MUSSELSHELL COUNTY

FY 2020-2021

<b>A. SECURE DETENTION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
Total Personnel	
CONTRACTED SERVICES:	
Total Contracted Services	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>B. SECURE DETENTION TRANSPORTATION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>C. NON-SECURE DETENTION (75% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>D. ELECTRONIC MONITORING (75% MATCH MBCC)</b>	
CONTRACTED SERVICES:	2250.00
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
	2250.00

BUDGET NARRATIVE

PETROLEUM COUNTY

June 9, 2020

**ELECTRONIC MONITORING**

PETROLEUM COUNTY TYPICALLY MAINTAINS ONE YOUTH ON ELECTRONIC MONITORING FOR AN AVERAGE OF 10 DAYS PER YOUTH, RESULTING IN 20 ELECTRONIC MONITORING SERVICE DAYS ANNUALLY.

AT A COST OF \$12.00 PER DAY, THE TOTAL ELECTRONIC MONITORING REQUEST IS \$240.00.

# INDIVIDUAL COUNTY SERVICE PROVIDER BUDGET

(Include LOCAL and MBCC match in TOTAL BUDGET)

AGENCY: PETROLEUM COUNTY

FY 2020-2021

<b>A. SECURE DETENTION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
Total Personnel	
CONTRACTED SERVICES:	
Total Contracted Services	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>B. SECURE DETENTION TRANSPORTATION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>C. NON-SECURE DETENTION (75% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>D. ELECTRONIC MONITORING (75% MATCH MBCC)</b>	
CONTRACTED SERVICES:	240.00
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
	240.00

BUDGET NARRATIVE

STILLWATER COUNTY

June 9, 2020

**ELECTRONIC MONITORING**

STILLWATER COUNTY TYPICALLY MAINTAINS TEN YOUTH ON ELECTRONIC MONITORING FOR AN AVERAGE OF 4 DAYS PER YOUTH, RESULTING IN 40 ELECTRONIC MONITORING SERVICE DAYS ANNUALLY.

AT A COST OF \$10.00 PER DAY, THE TOTAL ELECTRONIC MONITORING REQUEST IS \$400.00.



# INDIVIDUAL COUNTY SERVICE PROVIDER BUDGET

(Include LOCAL and MBCC match in TOTAL BUDGET)

AGENCY: STILLWATER COUNTY

FY 2020-2021

<b>A. SECURE DETENTION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
Total Personnel	
CONTRACTED SERVICES:	
Total Contracted Services	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>B. SECURE DETENTION TRANSPORTATION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>C. NON-SECURE DETENTION (75% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>D. ELECTRONIC MONITORING (75% MATCH MBCC)</b>	
CONTRACTED SERVICES:	400.00
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
	400.00

BUDGET NARRATIVE  
SWEETGRASS COUNTY

June 9, 2020

**ELECTRONIC MONITORING**

SWEETGRASS COUNTY TYPICALLY MAINTAINS TWO YOUTH ON ELECTRONIC MONITORING FOR AN AVERAGE OF 14 DAYS PER YOUTH, RESULTING IN 26 ELECTRONIC MONITORING SERVICE DAYS ANNUALLY.

AT A COST OF \$5.00 PER DAY, THE TOTAL ELECTRONIC MONITORING REQUEST IS \$130.00.

# INDIVIDUAL COUNTY SERVICE PROVIDER BUDGET

(Include LOCAL and MBCC match in TOTAL BUDGET)

AGENCY: SWEETGRASS COUNTY

FY 2020-2021

<b>A. SECURE DETENTION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
Total Personnel	
CONTRACTED SERVICES:	
Total Contracted Services	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>B. SECURE DETENTION TRANSPORTATION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>C. NON-SECURE DETENTION (75% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>D. ELECTRONIC MONITORING (75% MATCH MBCC)</b>	
CONTRACTED SERVICES:	130.00
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
	130.00

BUDGET NARRATIVE  
WHEATLAND COUNTY

June 9, 2020

**ELECTRONIC MONITORING**

WHEATLAND COUNTY TYPICALLY MAINTAINS TWO YOUTH ON ELECTRONIC MONITORING FOR AN AVERAGE OF 4 DAYS PER YOUTH, RESULTING IN 8 ELECTRONIC MONITORING SERVICE DAYS ANNUALLY.

AT A COST OF \$15.00 PER DAY, THE TOTAL ELECTRONIC MONITORING REQUEST IS \$120.00.

# INDIVIDUAL COUNTY SERVICE PROVIDER BUDGET

(Include LOCAL and MBCC match in TOTAL BUDGET)

AGENCY: WHEATLAND COUNTY

FY 2020-2021

<b>A. SECURE DETENTION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
Total Personnel	
CONTRACTED SERVICES:	
Total Contracted Services	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>B. SECURE DETENTION TRANSPORTATION (50% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>C. NON-SECURE DETENTION (75% MATCH MBCC)</b>	
PERSONNEL: Salary or Wages:	
Fringe Benefits:	
CONTRACTED SERVICES:	
TRAVEL & PER DIEM:	
EQUIPMENT:	
OPERATING EXPENSE:	
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
<b>D. ELECTRONIC MONITORING (75% MATCH MBCC)</b>	
CONTRACTED SERVICES:	120.00
Total Budget Includes Local and MBCC Funds	<b>TOTAL BUDGET</b>
	120.00

## SECTION 4 SOUTHCENTRAL REGIONAL PLAN FOR DETENTION

July 1, 2020 through June 30, 2021

### **SECTION 1: Regional Detention Practices**

#### **A. Regional Juvenile Detention Mission Statement**

The Southcentral Region detains youth in accordance with the criteria of the Montana Youth Court Act, in order to protect both the youth and the community. The region will strive to assure that there is a continuum of services available for youth detention and that each youth is placed in the least restrictive environment available.

##### **1. Regional Juvenile Detention Goals**

Goal I: To remove all juveniles who are detained in the region from adult jails except for those who are held in rural areas for less than 24 hours.

Goal II. To separate those juveniles who are held in rural adult jails from adults being held there at the same time, by sight and sound.

Goal III. To detain all juveniles in the region in the least restrictive program or facility possible which meets their basic needs and is appropriate to their behavior.

#### **B. Regional Criteria for Detaining a Youth in Secure Detention**

A youth may be held up to 24 hours prior to a probable cause hearing in an adult or juvenile detention facility based upon the following criteria:

1. Court Order: There is an existing youth court order authorizing the detention of the youth.
2. Crime against persons: (Numbers refer to Montana code)
  - a. Deliberate Homicide (45-5-102)
  - b. Mitigated Deliberate (45-5-103)
  - c. Attempted Homicide (45-4-103)
  - d. Arson when a life is in jeopardy (45-6-103)
  - e. Sexual Assault or Rape when force or the threat of force is used and/or injuries occurred.
  - f. Aggravated Assault (45-5-202)
  - g. Aggravated Kidnapping (45-5-303)
  - h. Any weapons, firearms, or explosive charge(s) in which bodily injury or extensive property damage occurs or when possession occurs in conjunction with a felony.

- i. Criminal sale of dangerous drugs (45-9-101)
- j. Armed Robbery (45-4-401)
- k. Any misdemeanor offense wherein the youth poses an imminent and serious threat to others.

3. Crimes against property:

- a. Any felony crime in which the youth is presently under court action.

4. Others:

- a. Escape from a juvenile detention or state correctional facility.
- b. Escape from a mental health/treatment center where a violent act was committed during or after that escape.

5. The youth meets mental, physical, and cognitive criteria for the detention environment

C. Regional Criteria for Detaining a youth in Non-Secure Detention

A juvenile considered eligible for non-secure detention is one:

- a. Who has been arrested for an offense, or;
- b. Who is currently under the control of law enforcement, or;
- c. Who is currently under court jurisdiction and/or agency custody, or;
- d. Who is deemed to need minimal security considerations, or;
- e. Where the expected length of stay is less than 24 hours, and;
- f. Who is considered non-dangerous

## **SECTION II: Local Detention Practices**

### **A. Introduction**

No juvenile will be held in adult jails for longer than 24 consecutive hours in the facilities described below (Goal II). No youth will be held in the adult jail facilities in Yellowstone and Golden Valley Counties. All youth who are held in the Sweet Grass, Fergus, Petroleum, Judith Basin, Meagher, Musselshell, Stillwater, Carbon, Wheatland, and Big Horn County jails will be separated by sight and sound from adults in those facilities.

### **B. Secure Detention Facilities**

Ted Lechner Youth Services Center  
410 S. 26<sup>th</sup> St., Billings, MT 59101  
Administrative Authority: Yellowstone County Commission  
Program Director: Valarie Weber, Administrator

The Yellowstone County Youth Services Center provides long term secure detention services for all counties in the Southcentral Region. The Southcentral region consists of the following counties: Big Horn, Carbon, Fergus, Golden Valley, Judith Basin, Meagher, Musselshell, Petroleum, Stillwater, Sweet Grass, Wheatland, and Yellowstone. The facility is licensed and has twenty-four beds available. Based on calendar year 2019 census data, the facility typically detains 13.5 youth on a daily basis. An average of 4927 service days are provided annually. The facility also provides secure detention services to the Southwestern and Eastern Regions. The daily rate for the 2019-2020 FY is \$170.00 for the Southcentral regional counties and \$235.00 for all other counties.

#### C. Post Adjudicatory Detention

The Yellowstone County Youth Services Center does not provide services for Post Adjudicatory Detention.

#### D. Initial Detention Decision

The initial decision to place a youth in the secure detention facility begins with a recognized law enforcement agency of participating Judicial Districts. After a determination is made that a youth meets defined criteria for secure detention, the recognized law enforcement agency, or designee, contacts the secure detention facility administrator to arrange the youth's admission to the facility. The administrator of the secure detention facility has the responsibility to manage admissions, releases, and procedures of the facility in a manner consistent with licensure standards and the Regional Plan.

The facility shall not be used to detain youth with serious mental disorders, cognitive impairments, or medical conditions that cannot be managed in the detention environment. The administrator has the sole responsibility and discretion to determine if youth are appropriate for initial or continued detention. If the youth is determined to be inappropriate for detention after the initial admission, the juvenile probation officer shall be notified. The probation officer must remove the youth within 24 hours after being notified.

Youth who are chemically impaired or believed to be under the influence of drugs or alcohol must be medically cleared by a physician prior to admission to the facility. This clearance shall be obtained by the admitting jurisdiction and documentation must be provided to the facility at admission. Youth who have been drinking must be medically cleared if they have a BAC in excess of .08%, as determined via breathalyzer.

#### E. Secure Detention Program Mission

The Yellowstone County Youth Services Center Programs work with youth, families, and the community providing opportunities and skill development for a successful,



independent, lifestyle. Specifically, the secure detention facility works toward the accomplishment of this mission while providing for community safety.

#### F. Detention Program Services

**Food and laundry** services are provided to youth in the secure detention facility by Youth Services Center Facility staff. Youth are provided with the opportunity to engage in **Recreational** activities for several hours each day. These recreational activities include reading, writing, drawing, watching television, and board games. In addition, youth are offered at least one hour of large muscle exercise in the facility gym on a daily basis. Youth are encouraged and assisted with **educational** activities as defined by their home school districts. **Security and Safety** are provided through a highly developed behavior management system, and augmented by the presence of shelter care staff when necessary. **Transportation** services are provided by the participating counties.

Crisis Intervention Services are provided by facility staff as needed. **Medical Services** are provided through a medical services contract that is not included in the budget request. Clinical Evaluations are provided along with a complete continuum of care including suicide risk assessments by facility staff to mental status and medication evaluations provided through the medical services contract. These services are reimbursed by the referring county, and are not included in the budget request. Professionals from the community regularly evaluate youth within the facility at the request of attorneys or caseworkers.

The facility provides extensive programming to detained juveniles. A certified teacher provides educational services and assessments and an educational aide assists with instruction. A structured recreation program provides active and passive recreation. Chemical dependency groups and social skills groups are provided daily.

#### G. 96-Hour Secure Detention

There are no 96-hour facilities in the region.

#### H. Non-Secure Detention

There are currently no Non-Secure Detention programs operating within the region.

#### I. Electronic Monitoring

#### J. Program Impact

Electronic Monitoring has been the region's least expensive way to divert youth from jails and secure detention (Goal 1). It is available in all twelve counties. It serves counties as the most appropriate alternative for youth who can remain in their home

while being detained (Goal III). Various companies provide electronic monitoring services through contract service arrangements.

### **SECTION III: Regional Detention Administration**

#### **A. The Regional Fiscal Agent**

Yellowstone County, as supervised by the Yellowstone County Commission, serves as the fiscal agent for the twelve counties in the region.

#### **B. Contact Person**

Valarie Weber, MSW, L.C.S.W.  
410 S. 26th St.  
Billings, MT 59101  
(406) 256-6825

#### **C. The Regional Detention Board**

A list of the Regional Detention Board Members is included in Appendix B.

The Regional Detention Board membership, procedures and governing rules are included as the Bylaws of the Southcentral Regional Board in Appendix B of this plan. The Chair of the Regional Board is Sandra Youngbauer, Fergus County Commissioner.

#### **D. The Regional Capacity to Plan, Monitor, and Evaluate**

Existing staff within the current budget of the Yellowstone County Youth Services Center will assist the Regional Board with their planning, monitoring, and evaluation function. Board members review detention statistics, trends and needs at regular board meetings and provide recommendations to staff regarding recommended changes.

#### **E. The Regional Corrective Action Policy**

The counties of the Southcentral Region are committed to working together to solve juvenile detention problems as they are identified. Generally, the normal process of quarterly planning should allow any problem to be resolved. When a problem is identified the Regional Board will reserve the right to contact all the relevant authorities in the county where the problem occurs (i.e. the Youth Court Judge, Law Enforcement, County Attorney, Public Defenders, County Commissioners, Youth Probation, and others). An explanation of the cause of the problem will be solicited and the Regional Board will work to resolve the problem. Only if the county is unwilling to participate will the Regional Board reserve the right to recommend to the Board of Crime Control that state matching funds be withheld from that county.

#### **SECTION IV: Sustainability Plan**

Yellowstone County provides substantial support to the facility to maintain the building, grounds and equipment. The remainder of the revenue is generated through per diem fees paid by the counties requesting detention services. The daily rate for detention is determined by the available funding from the Board of Crime Control and other sources. The MBCC funding is currently only 7% of the total operating costs of the facility. The reduction in MBCC funds will simply result in an increase in the daily rate paid by participating counties.

## **YELLOWSTONE COUNTY**

### **Service Provider Budget Narrative**

#### Personnel Costs

The facility is staffed according to licensing regulations and the needs of detained youth. In addition, the administrative personnel, two Counselor Supervisors and appropriate line staff that provide security and programming services, staff the facility. Additional staff members are on duty during waking and program hours to provide services and programs to the detained youth.

The counselors provide safety, security and behavior management duties. They also provide supervised recreation and educational opportunities for youth. They maintain the sanitary status of the facility; coordinate visits with parents, attorneys and caseworkers regarding the youth's needs.

Staff salaries are set by the Yellowstone County salary matrix and are routinely reviewed regionally. Fringe benefits include UE compensation, WC, health insurance, long-term disability, life insurance, and a retirement program. Time and attendance records are maintained in accordance with Yellowstone County Policies. The total budget for personnel costs included in the request is \$1,582,260.00.

#### Contracted Services

Contracted services are included in the annual budget. \$1,200.00 is budgeted for contract services. These services include evaluations by local clinicians and some in-house training activities. Although this line item is routinely included in the annual budget, it is used on an intermittent basis and in concern with the facility or youth needs.

#### Operating Expenses

Operating costs include food, utilities, insurance, supplies and maintenance. A complete description of the individual line items in the operating budget is attached. A total of \$235,000.00 of the budgeted amount is included in operating expenses.

#### Electronic Monitoring

Yellowstone County maintains a strong commitment to detention alternatives. Electronic monitoring is a central component in the effort to minimize the use of secure detention. Yellowstone County's shared of the regional electronic monitoring budget is \$13,860.00

#### Travel and Per Diem

Travel and per diem is included to fund participation in the Juvenile Detention and Corrections Officer Basic Course in Miles City. Lodging, mileage and per diem is included at state rates. A total of \$3100.00 is included for travel and per diem.

## **REGIONAL DETENTION BOARD 2020**

Bighorn County Sidney Fitzpatrick, Commissioner

Carbon County Bill Bullock, Commissioner

Fergus County Sandra Youngbauer, Commissioner

Golden Valley County, William Lehfelddt, Commissioner

Judith Basin County, Don Hajenga, Commissioner

Meagher County Herb Townsend, Commissioner

Musselshell County Robert Goffena, Commissioner

Petroleum County Chris King, Commissioner

Stillwater County Dennis Shupak, Commissioner

Sweetgrass County Susie Mosness, Commissioner

Wheatland County Tom Bennett, Commissioner

Yellowstone County Donald Jones, Commissioner

# BYLAWS OF REGIONAL DETENTION BOARD

ARTICLE I Name: The Southcentral Regional Juvenile Detention Services Board, established through Inter-local Agreement shall hereinafter be called the Board.

ARTICLE II Authority and Responsibilities: Title 41, Chapter 5, Part 8 MCA requires county government to provide services for the detention of youth in facilities separate from adult jails; allows two or more counties to establish by contract a youth detention region for the purpose of establishing and maintaining a regional detention facility. Title 41, Chapter 5, Part 10 allows counties to receive grants, within the limits of available funds, administered by the Montana Board Of Crime Control, to assist in establishing and operating youth detention services. Counties receiving such assistance shall be required to comply with the Montana Youth Court Act. Preference in awarding grants will be given to services provided on a regional basis.

The Board will be responsible to plan on an annual basis and monitor the provision of youth detention services for their area. This responsibility will include the review of all budgets for secure detention and alternatives to detention services provided in the region. The Board shall submit to each county in the region the amount of funds each county shall contribute toward the cost of detention services and/or the applicable per diem charge for the detention services or youth from such county in a facility. The Board shall adopt procedures for the annual adjustments of such charges.

The Board shall be apprised of procedures relating to the placement, release and availability of space in the regional juvenile detention facility.

The Board may submit to the Montana Board of Crime Control and any other appropriate federal or state agency a request of funds to assist in the planning, construction, operation, and maintenance of regional detention facilities and services.

The Board shall designate a single county as the Regional Fiscal Agent and the recipient of the federal and/or state funds. Said county will be responsible for further disbursement of funds to programs and/or services within

the region; for accounting for the disbursement of funds and reporting to federal or state agencies as required.

ARTICLE III Membership: The membership of the Board shall consist of one member of each of the Board of County Commissioners within the region and another individual appointed by the county commission. Members of the Board will serve for a duration established by each of their respective counties.

If a county withdraws from participation in the region through termination of the Inter-local Agreement, the representatives(s) from that county will no longer be members of the Board.

Individuals may be added to the Board when additional counties become party to the Inter-local Agreement establishing the Region.

ARTICLE IV Vote: Only county commission members of the Board may exercise a vote with one vote per county. Proxy votes may be exercised in the absence of a commissioner's attendance, however, the proxy must be carried by a representative from the county without commissioner representation. In addition, each individual may carry only one proxy vote. Written proxy vote and representation will be allowed. In extreme cases, a fax or phone vote may be obtained from absent county commissioners.

ARTICLE V Officers: The Board shall designate individual members as the Chair and Vice Chair. It will be the responsibility of the Chair to set the time and location of quarterly meetings, to appoint with the approval of the Board, any special committees, and to establish the agenda and conduct of business at each meeting.

It will also be the responsibility of the Chair to provide all members of the Board with prior notification of any anticipated motions at least two weeks prior to regularly scheduled board meetings. The chair will poll anticipated attendance at all scheduled board meetings and reschedule the meeting if a quorum is not expected.

The Chair will serve for a period of one year and shall be eligible for re-appointment by the Board.

The Board will provide a means to record the minutes of all meetings. The minutes will be made available to all members of the Board prior to the next scheduled meeting and will be made available to any other interested person.

In the absence of the Chair, the Vice Chair shall conduct the business of any scheduled meetings.

ARTICLE VI The Board shall meet semiannually, annually, or more often, if necessary. Special or additional meetings of the Board will be called by the Chair or by call of the majority of the Board membership.

ARTICLE VII A quorum will consist of representation by one half of the voting members. A simple majority vote of the quorum representation will pass any motion.

ARTICLE VIII The Bylaws may be amended by a two – thirds vote of the counties with a 30 day advance notice to all counties in the region.



# SOUTH CENTRAL REGIONAL DETENTION BUDGET

ACCOUNT	FY20 BUDGET	Through 3/21/2020	75%	FY 2021
YSC - SALARIES/PERM	\$1,056,718.00	\$800,233.00	76%	\$1,068,542.00
YSC - SALARIES/TEMP	\$112,000.00	\$92,000.00	82%	\$113,000.00
YSC - OVERTIME	\$48,000.00	\$36,000.00	75%	\$48,000.00
YSC - EMPLOYEE BENEFITS	\$349,582.00	\$251,067.00	72%	\$352,718.00
YSC - OFFICE SUPPLIES	\$5,800.00	\$4,785.00	83%	\$5,800.00
YSC - OPERATING SUPPLIES	\$15,000.00	\$11,034.00	74%	\$15,000.00
YSC - CHEM, LAB, & MED SUPPLIES	\$7,500.00	\$6,389.00	85%	\$7,700.00
YSC - FOOD	\$80,000.00	\$57,196.00	71%	\$80,000.00
YSC - JANITORIAL SUPPLIES	\$6,900.00	\$5,438.00	79%	\$7,900.00
YSC - RECREATION SUPPLIES	\$3,700.00	\$2,903.00	78%	\$3,700.00
YSC - CLOTHING & UNIFORMS	\$2,400.00	\$1,754.00	73%	\$2,400.00
YSC - POSTAGE	\$450.00	\$326.00	72%	\$450.00
YSC - VEHICLE EXPENSES	\$800.00	\$789.00	99%	\$800.00
YSC - PRINTING-FORMS	\$300.00	\$217.00	72%	\$300.00
YSC - MEMBERSHIP & DUES	\$1,000.00	\$983.00	98%	\$1,000.00
YSC - SUBSCRIPTIONS	\$700.00	\$684.00	98%	\$700.00
YSC - PUBLIC RELATIONS	\$500.00	\$347.00	69%	\$500.00
YSC - ELECTRICITY	\$20,000.00	\$16,879.00	84%	\$20,000.00
YSC - WATER	\$8,900.00	\$6,876.00	77%	\$8,900.00
YSC - GAS	\$6,500.00	\$4,975.00	77%	\$6,500.00
YSC - TELEPHONE & LONG DISTANCE	\$13,500.00	\$10,053.00	74%	\$13,500.00
YSC - MEDICAL & PYSCH SERVICES	\$8,500.00	\$7,149.00	84%	\$8,500.00
YSC - MEDICAL CARE COSTS	\$1,800.00	\$1,487.00	83%	\$1,800.00
YSC - REPAIR & MAINT SERVICE	\$23,000.00	\$17,059.00	74%	\$23,000.00
YSC - TRAVEL/MOVING	\$1,600.00	\$1,158.00	72%	\$1,600.00
YSC - TRAVEL / GRANTS	\$1,500.00	\$978.00	65%	\$1,500.00
YSC - OTHER TRAINING	\$750.00	\$589.00	79%	\$750.00
YSC - TRAINING	\$2,500.00	\$1,847.00	74%	\$2,500.00
YSC - OTHER EDUCATION COSTS	\$1,300.00	\$1,145.00	88%	\$1,300.00
YSC - VAR. CONTRACT SERVICE	\$1,200.00	\$973.00	81%	\$1,200.00
YSC - LIABILITY INSURANCE	\$20,000.00	\$15,000.00	75%	\$20,000.00
YSC - SPECIAL ASSESSMENTS	\$2,000.00	\$1,680.00	84%	\$2,000.00
<b>TOTAL</b>	<b>\$1,804,400.00</b>	<b>\$1,359,993.00</b>	<b>75%</b>	<b>\$1,821,560.00</b>

**B.O.C.C. Regular**

Agenda Item 9.

**Meeting Date:** 06/16/2020

**Title:** PARS

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

**PERSONNEL ACTION REPORTS - Sheriff's Office** - 1 Appointment, 2 Salary & Other;  
**Facilities** - 1 Salary & Other; **Motor Vehicle** - 2 Appointments

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve.

---

**Attachments**

PARS

PARS

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YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

JUN 03 2020

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: BRUTLAG, WESLEY J Effective Date: 6/1/2020 6/16/2020

Current Title: Deputy Sheriff Gr.      Salary \$ 26.81/HR

Title Change: Deputy Sheriff/Diff/Coroner Gr.      Salary \$ 29.01/HR

Check as Applicable:

Regular Full Time: X New Hire:     

Regular Part Time:      Rehire:     

Temp Full Time:      Termination:     

Temp Part Time:     

Seasonal Hire:      Promotion:     

Replaces position      Transfer:     

Name     

New Budgeted Position      Demotion:     

Other:      Reclassification: X

Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account       
Percent      Split Account     

Elected Official/Department Head      Date 6/2/2020

Section 2

Human Resources: Finance:

Note:      Note:       
Director 6-3-20 Director 6-3-2020 Date     

H.R. Comments:      Commissioner's Action  
Approve      Disapprove     

Chair     

Date entered in payroll      Member     

Clerk & Recorder - original     

Human Resources - canary     

Auditor - pink     

Department - goldenrod



YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

JUN 08 2020

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: NEWELL, SCOTT L

Effective Date: 7/1/2020

Current Title: DEPUTY SHERIFF

Gr.        Salary \$ 25.92/HR (FY 19 20)

Title Change:                                 

Gr.        Salary \$                         

Check as Applicable:

Regular Full Time: XX

New Hire: XX

Regular Part Time:       

Rehire:       

Temp Full Time:       

Termination:       

Temp Part Time:       

Seasonal Hire:       

Promotion:       

Replaces position XX

Name ANDERSON, J

New Budgeted Position       

Demotion:       

Other:       

Reclassification:       

Funding: 2300 - 132 - 420150

Percent 100 New Account       

- - - - -

Percent        Split Account       

[Signature]  
Elected Official/Department Head

6/4/2020  
Date

Section 2

Human Resources:

Finance:

Note: R+S followed AM

Note:                                 

[Signature] 6-5-20  
Director Date

[Signature] 6-8-2020  
Director Date

H.R. Comments:                                 

Commissioner's Action  
Approve        Disapprove       

Chair       

Date entered in payroll                         

Clerk & Recorder - original                         

Human Resources - canary                         

Auditor - pink                         

Department - goldenrod



JUN 09 2020

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Jim Kaczmarek Effective Date: 6/16/2020  
Current Title: Facilities Superintendent Gr. 44 Salary \$ 29,63 hr  
Title Change: " " Gr. " Salary \$ 31.11 hr  
\$64,708.80 yr.

Check as Applicable:

Regular Full Time:        New Hire:       

Regular Part Time:        Rehire:       

Temp Full Time:        Termination:       

Temp Part Time:        Promotion:       

Seasonal Hire:       

Replaces position        Transfer:       

Name        Demotion:       

New Budgeted Position       

Other: Added 5% probation completed Reclassification:       

Funding: 1000 - 145 - 411200 - 111 Percent 75 New Account         
2300 - 146 - 411200 - 111 Percent 25 Split Account       

Elected Official/Department Head        Date       

Section 2

Human Resources:

Finance:

Note: per BOCC 5% after 6 months

Note: Paul Jones 6.9.2020

Director        Date       

Director        Date       

H.R. Comments:       

Commissioner's Action  
Approve        Disapprove       

Chair       

Date entered in payroll       

Clerk & Recorder - original       

Human Resources - canary       

Auditor - pink       

Department - goldenrod

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Tim Kaczmarek Effective Date: 12/10/2019  
Current Title: Asst. Facilities Superintendent Gr. G Salary \$ 2740 hr.  
Title Change: Facilities Superintendent Gr. H Salary \$ 61,640.42 yr -  
1903 2903 hr.  
Check as Applicable: ✓  
Regular Full Time: X New Hire: 31.11 hr  
Regular Part Time: — Rehire: — 22 g 6/10/20  
Temp Full Time: — Termination: —  
Temp Part Time: —  
Seasonal Hire: — Promotion: X  
Replaces position X  
Name Grea Groenbach Transfer: —  
New Budgeted Position — Demotion: —  
Other: add. 5% after 6 months Reclassification: —  
Funding: 1000 - 145 - 411200 - 111 Percent 75 New Account —  
2300 - 146 - 411200 - 111 Percent 25 Split Account X

Elected Official/Department Head \_\_\_\_\_ Date \_\_\_\_\_

Section 2

Human Resources: \_\_\_\_\_

Finance: \_\_\_\_\_

Note: \_\_\_\_\_

Note: \_\_\_\_\_

Director \_\_\_\_\_ Date \_\_\_\_\_

Director \_\_\_\_\_ Date \_\_\_\_\_

H.R. Comments: \_\_\_\_\_

Commissioner's Action  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

Date entered in payroll \_\_\_\_\_

Clerk & Recorder - original \_\_\_\_\_

Human Resources - canary \_\_\_\_\_

Auditor - pink \_\_\_\_\_

Department - goldenrod \_\_\_\_\_

Chair \_\_\_\_\_

Member \_\_\_\_\_

Member \_\_\_\_\_

JUN 09 2020

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Andrea Slough Effective Date: 6/16/2020  
Current Title: Motor Vehicle Clerk Gr. C Salary \$ 13.41/hr  
Title Change: \_\_\_\_\_ Gr. \_\_\_\_\_ Salary \$ \_\_\_\_\_

Check as Applicable:

Regular Full Time: ☒ \_\_\_\_\_ New Hire: ☒ \_\_\_\_\_  
Regular Part Time: \_\_\_\_\_

Temp Full Time: \_\_\_\_\_  
Temp Part Time: \_\_\_\_\_

Seasonal Hire: \_\_\_\_\_

Replaces position ☒ \_\_\_\_\_  
Name Carissa Keithly  
New Budgeted Position \_\_\_\_\_

Other: \_\_\_\_\_

Funding: 1000 - 113 - 410540 - 111 Percent 100% New Account \_\_\_\_\_  
Percent \_\_\_\_\_ Split Account \_\_\_\_\_

Elected Official/Department Head \_\_\_\_\_  
Date 6/8/2020

Section 2

Human Resources:

Finance:

Note: Let's Follow AM  
Director Slough Date 6-9-20

H.R. Comments: \_\_\_\_\_

Commissioner's Action  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

Chair \_\_\_\_\_

Date entered in payroll \_\_\_\_\_

Clerk & Recorder - original \_\_\_\_\_

Human Resources - canary \_\_\_\_\_

Auditor - pink \_\_\_\_\_

Department - goldenrod \_\_\_\_\_



JUN 09 2020

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Aileen Denny Effective Date: 6/9/2020  
 Current Title: Motor Vehicle Clerk Gr. C Salary \$ 13.41/hr  
 Title Change: \_\_\_\_\_ Gr. \_\_\_\_\_ Salary \$ \_\_\_\_\_

Check as Applicable:

Regular Full Time: X  
 Regular Part Time: \_\_\_\_\_

Temp Full Time: \_\_\_\_\_  
 Temp Part Time: \_\_\_\_\_

Seasonal Hire: \_\_\_\_\_

Replaces position X  
 Name Heather D. Belk  
 New Budgeted Position \_\_\_\_\_

Other: \_\_\_\_\_

Funding: 1000 - 113 - 4/10540 - 111 Percent 100% New Account \_\_\_\_\_  
 Percent \_\_\_\_\_ Split Account \_\_\_\_\_  
Sherry 6/8/2020  
 Elected Official/Department Head \_\_\_\_\_ Date \_\_\_\_\_

Section 2

Human Resources:

Note: Followed thru  
Sherry 6-9-20  
 Director \_\_\_\_\_ Date \_\_\_\_\_

H.R. Comments: \_\_\_\_\_

Finance:

Note: \_\_\_\_\_  
Sherry 6-9-2020  
 Director \_\_\_\_\_ Date \_\_\_\_\_

Commissioner's Action  
 Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

Chair \_\_\_\_\_

Member \_\_\_\_\_

Member JD

Date entered in payroll \_\_\_\_\_  
 Clerk & Recorder - original \_\_\_\_\_  
 Human Resources - canary \_\_\_\_\_  
 Auditor - pink \_\_\_\_\_  
 Department - goldenrod \_\_\_\_\_

**B.O.C.C. Regular**

Agenda Item 1.

**Meeting Date:** 06/16/2020

**Title:** Payroll Audit

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Payroll Audit May 16 to May 31, 2020

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Place to file.

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**Attachments**

Payroll Audit

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RECEIVED

JUN 03 2020

YELLOWSTONE COUNTY  
CLERK AND RECORDER

PAYROLL AUDIT  
May 16 to May 31, 2020

Date: 6/4/2020

To: Board of County Commissioners

From: Scott Turner, County Auditor

ST

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
6/3/20	Harris, Zachary	CA	Hourly Rate s/b \$21.00
6/3/20	Pelletier, Ryder	Detention	Holiday Premium s/b 15.50 hrs, missing 15.25 hrs worked OT W/ Diff @ \$20.70 on payroll journal
6/3/20	Plotner, Brodie	Detention	Missing 41.50 hours overtime @ \$20.80 on payroll journal
6/3/20	Strader, Crystal	Detention	Missing 2 hours overtime @ \$20.00 on payroll journal

**B.O.C.C. Regular**

Agenda Item 2.

**Meeting Date:** 06/16/2020

**Title:** County Water and Sewer Minutes

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

**Board Minutes** - County Water District of Billings Heights Board Minutes

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

County Water and Sewer Board Minutes

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COUNTY WATER DISTRICT OF BILLINGS HEIGHTS  
BOARD OF DIRECTORS MEETING

May 13, 2020

The May 13, 2020 board meeting was called to order by President Wynn Pippin at 6:03 p.m. at 1540 Popelka Drive, Billings, MT.

Board Members: Wynn Pippin, Brandon Hurst, Jim Miller (absent), Roger Ostermiller, Jon Muessig, Donna Dinsmore (absent), and Steve Blood

Also present: Duke Nieskens, General Manager  
Suzie McKethen, Board Secretary

- **March Minutes for Approval**

Motion: Brandon Hurst

Motion carried: 4-0

Second: Roger Ostermiller

- **March Prepaid Bills for Approval**

Motion: Jon Muessig

Motion carried: 4-0

Second: Steve Blood

- **March Bills for Approval**

Motion: Jon Muessig

Motion carried: 4-0

Second: Roger Ostermiller

- **Financial Statement for review**

- **Manager's Report – Duke Nieskens**

- The servicemen installed two (2) mainline valves in Bitterroot Drive and Oxbow Circle, with one for our project; and the other for a broken valve stuck in the closed position. The servicemen also pulled new service lines at 1225 Galway; 216 Windsor Circle South; and 1820 St. Andrews. For the St. Andrews project, the District had to hire Tru-Pipe to excavate the curb stop. There were several utilities too close to the box. True North Contracting did the concrete and asphalt. The servicemen also replaced a curb stop at 1440 Navajo Street.
- The District offices had new commercial grade flooring installed. We were very pleased with the results. We received the new office furniture. A few pieces were damaged, which had to be returned to be replaced. The new map drawers also arrived damaged. In order to get new office chairs, we will need approximately \$5,700 additional funds. Roger Ostermiller made a motion to approve \$5,700 to be used for purchasing office furniture. Jon Muessig seconded. Motion carried 4-0.

- The Rawhide Transmission project started May 11. They are waiting on an 18" valve for the intersection at Rawhide and Bitterroot. They moved over to the Longhorn Way and Latigo Drive. Interstate Engineering has an inspector on site.
  - The Director's insurance policy has been renewed.
  - Duke visited with Steve Knudson at Stifel. CD rates are very low right now. Steve suggested investing in Treasury Bonds. They renew monthly, are secure, and fluid.
  - No date yet for re-scheduling the mediation with the City of Billings billing issue.
  - Duke and Peyton sent a letter to the City of Billings Engineering Department regarding the street opening permits. Duke handed out our original letter to them, as well as their response. Our concern is that the utility work being done is in the right of way, so we should not be charged \$390 for the permit. The board decided to table this issue for now.
  - Duke visited with the Directors about the need for additional street control Class 3 barricades, signage and 50 traffic cones with bottoms. After shopping around, the price would be approximately \$3,000. Jon Muessig made a motion to buy updated traffic and safety equipment. Roger Ostermiller seconded. Motion carried 4-0.
  - Duke talked with the board about doing shut offs in May. In the letter dated April 13, 2020 from the Office of the Governor, the restrictions for disconnections were lifted on April 24. The District did not shut water off in February, March, and April. There are approximately 265 people on the list, and will likely keep growing the longer we don't shut water off. After some discussion, it was decided to do shut offs in May.
- **Old Business:**
    - None.
  - **New Business:**
    - None.
  - **Executive Session**

There being no further business to come before the Board, a motion to adjourn was made by Jon Muessig. Steve Blood seconded. Motion carried 4-0. President Wynn Pippin adjourned the meeting at 6:38 p.m.

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**Suzie McKethen, Board Secretary**

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**Wynn Pippin, President**

**B.O.C.C. Regular**

Agenda Item 3. a.

**Meeting Date:** 06/16/2020

**Title:** Sibanye-Stillwater Wastewater Discharge Permits

**Submitted By:** Erica Wiley

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**TOPIC:**

Letter from DEQ Regarding Sibanye-Stillwater Wastewater Discharge Permits

**BACKGROUND:**

see attached

**RECOMMENDED ACTION:**

File

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**Attachments**

Sibanye-Stillwater

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Yellowstone County Commissioners  
RECEIVED

JUN 01 2020

**PUBLIC NOTICE NO. MT-20-03**  
**June 1, 2020**

**PURPOSE OF PUBLIC NOTICE**

The purpose of this notice is to state the Department's intention to issue wastewater discharge permits to the facilities listed in this notice. These permits are issued by the Department under the authority of 75-5-402, Montana Code Annotated (MCA); the Administrative Rules of Montana (ARM) 17.30.1301 *et seq.*, Montana Pollutant Discharge Elimination System (MPDES); and Sections 402 and 303 of the Federal Clean Water Act. The Water Protection Bureau has prepared draft permits for the facilities listed below. Copies of the draft permits, fact sheet, and environmental assessments are available upon request from the Water Protection Bureau or on the Department's website [www.deq.mt.gov](http://www.deq.mt.gov).

**APPLICANT INFORMATION**

**APPLICANT:** Stillwater Mining Company dba Sibanye-Stillwater

**FACILITY NAME:** Stillwater Mine

**FACILITY LOCATION:** Nye, MT in Stillwater County

**RECEIVING WATER:** Stillwater River and Ground Water

**PERMIT NUMBER:** MT0024716

This permitting action is a major modification of an existing Montana Pollutant Discharge Elimination System (MPDES) permit for discharge from the Stillwater Mining Company (SMC) Stillwater Mine's Wastewater Treatment Facility. The modification will extend the final effluent limit date by three years, to September 1, 2023.

SMC has made significant improvements to the facility's wastewater treatment process. The final step, installation of a 10-micron disc filter. Granting an extension will allow time for SMC to complete construction and optimize their upgraded facility and gather at least a year of representative effluent data.

\* \* \* \* \*



**APPLICANT:** Stillwater Mining Company dba Sibanye-Stillwater  
**FACILITY NAME:** East Boulder Mine  
**FACILITY LOCATION:** McLeod, MT in Sweetgrass County  
**RECEIVING WATER:** East Boulder River and Ground Water  
**PERMIT NUMBER:** MT0026808

This permitting action is a major modification of an existing Montana Pollutant Discharge Elimination System (MPDES) permit for discharge from the Stillwater Mining Company (SMC) East Boulder Mine's Wastewater Treatment Facility. The modification will extend the final effluent limit date by three years, to August 31, 2023.

SMC has made significant improvements to the facility's wastewater treatment process. The final step, installation of a 10-micron disc filter, is scheduled to be completed by September 2020. Granting an extension will allow time for SMC to optimize their upgraded facility and gather at least a year of representative effluent data.

#### PUBLIC COMMENT

Public comments are invited ANYTIME PRIOR TO CLOSE OF BUSINESS JULY 1, 2020. Comments may be directed to the DEQ Water Quality Division, Water Protection Bureau, PO Box 200901, Helena, MT 59620. All comments received or postmarked PRIOR TO CLOSE OF BUSINESS JULY 1, 2020, will be considered in the formulation of final determinations to be imposed on the permits. If you wish to comment electronically, you may e-mail the Department at [DEQWPBPublicComments@mt.gov](mailto:DEQWPBPublicComments@mt.gov).

During the public comment period provided by the notice, the Department will accept requests for a public hearing. A request for a public hearing must be in writing and must state the nature of the issue proposed to be raised in the hearing (ARM 17.30.1373).

The Department will respond to all substantive comments and issue a final decision within sixty days of this notice or as soon as possible thereafter. Additional information may be obtained upon request by calling (406) 444-5546 or by writing to the aforementioned address. The complete administrative record, including permit application and other pertinent information, is maintained at the Water Protection Bureau office in Helena and is available for review during business hours.

**PUBLIC NOTICE NO. MT-20-03**  
**JUNE 1, 2020**

**B.O.C.C. Regular**

Agenda Item 3. b.

**Meeting Date:** 06/16/2020

**Title:** Yellowstone Pipeline Close Interval Survey

**Submitted By:** Erica Wiley

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**TOPIC:**

Letter from Phillips 66 Regarding Yellowstone Pipeline Close Interval Survey - Billings to Springdale, Montana

**BACKGROUND:**

see attached

**RECOMMENDED ACTION:**

file

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**Attachments**

Yellowstone Pipeline

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**Dee Oakland, SR/WA**  
RES Agent - Real Estate Transactions  
2626 Lillian Avenue  
Billings, MT 59101  
(406) 255-5742 Office  
(406) 208-9358 Mobile  
[Dee.J.Oakland@P66.com](mailto:Dee.J.Oakland@P66.com)

Yellowstone County Commissioners  
RECEIVED

JUN 02 2020



May 27, 2020

Please see legal description on address side of letter for areas in the pipeline corridor.

**PROJECT DESCRIPTION AND LOCATION:**

**Yellowstone Pipeline Close Interval Survey – Billings to Springdale, Montana**

Dear Landowner(s):

As you may be aware, Phillips 66 Pipeline LLC is the operator of the Yellowstone products pipeline which traverses property owned by you per noted legal descriptions in a pipeline corridor from Billings to Springdale, MT. The purpose of this letter is to notify you that, as part of our maintenance program, an upcoming close interval survey monitoring project is planned to take place between now and the end of July 31, 2020.

During the planned activity you may notice additional traffic in the area including lightweight vehicles on established roads as well as foot traffic through your property. All employees and workers will be identifiable with appropriate company and / or contractor vehicles, apparel/safety gear, and will be prepared to present identification. During this process, no excavation will take place, and there should be no disturbance on your property. Every effort will be made to protect growing crops and vegetation, but should a disturbance become necessary or made inadvertently, the crews will document it, and you will be notified by me.

While we are all very concerned about COVID 19 restrictions, resulting hardships, and keeping everyone safe, we at Phillips 66 also have responsibilities to keep our facilities and pipelines operating with utmost safety in mind as well. Throughout our work and presence on your property, Phillips 66 and our designated contractors will use appropriate protocol including social distancing and sanitation procedures to keep you, our employees, and our contractors safe.

Please contact me, Dee Oakland, via my mobile phone (406) 208-9358 or you may email [Dee.J.Oakland@P66.com](mailto:Dee.J.Oakland@P66.com) for any questions or concerns.

On behalf of Phillips 66 Pipeline LLC, please accept our appreciation for working with us on these pipeline protection efforts. Safety, Honor, Commitment is the code we work and live by every day at Phillips 66 to help assure safety of the people, the environment, and the pipeline facilities on your property.

Sincerely,

A handwritten signature in blue ink that reads "Dee Oakland".

Dee Oakland, SR/WA

RES Agent – Real Estate Transactions



Phillips 66 Company  
Real Estate Transactions  
2626 Lillian Avenue  
Billings, MT 59101

TO:

YELLOWSTONE COUNTY  
PO BOX 35000  
BILLINGS MT 59107-5000

IN REFERENCE TO PROPERTY DESCRIBED BELOW

**PROPERTY OWNER PLEASE READ! IMPORTANT INFORMATION!**  
Yellowstone County: SAHARA SANDS 1ST FILING, S28, T01 N, R26 E, BLOCK 7, Lot 19



**\$0.50<sup>00</sup>**  
US POSTAGE  
FIRST-CLASS  
FROM 79101  
MAY 28 2020  
stamps  
encia



062S0012623325

**B.O.C.C. Regular**

Agenda Item 4.

**Meeting Date:** 06/16/2020

**Title:** Response to Audit Findings - June 8, 2020

**Submitted By:** Charri Victory

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**TOPIC:**

Response to May 16 through 31 Payroll Audit

**BACKGROUND:**

na

**RECOMMENDED ACTION:**

na

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**Attachments**

Response to Audit Findings - June 8, 2020

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# PAYROLL AUDIT

## May 16 to May 31, 2020

Date: 6/3/2020

To: Board of County Commissioners

From: Scott Turner, County Auditor

Checked items indicate  
changes made by payroll.

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
6/3/20	Harris, Zachary	CA	Hourly Rate s/b \$21.00
6/3/20	Pelletier, Ryder	Detention	Holiday Premium s/b 15.50 hrs, missing 15.25 hrs worked OT W/ Diff @ \$20.70 on payroll journal
6/3/20	Plotner, Brodie	Detention	Missing 41.50 hours overtime @ \$20.80 on payroll journal
6/3/20	Strader, Crystal	Detention	Missing 2 hours overtime @ \$20.00 on payroll journal